

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES



ITN-# C9CBCITN2011

To Become the Lead Agency for Community-Based Care in
Circuit 9/Central Region:
Orange and Osceola Counties

Approved by: _____

A handwritten signature in black ink, appearing to be "P. B. B.", is written over the signature line.

Date: _____

4/22/10

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SECTION 1: INTRODUCTION AND PURPOSE

Statement of Need

Children need to grow up in a safe permanent home where they are free from abuse, neglect and other forms of maltreatment by their caregivers. Even though most caregivers want to provide this environment for their children, some lack the knowledge, skills, and resources to properly nurture and protect their children. In these circumstances, the department must assure the safety and welfare of vulnerable children as a primary priority. The department must also attempt, when possible and in the best interest of the child, to strengthen and support the child's family. According to federal and state laws, the health and safety of the child must be paramount in all service, placement, and permanency decisions made.

Assuring the safety and welfare of children, while attempting to strengthen and preserve the child's family, requires a cohesive system that is family-centered, community-based, integrated, outcome oriented, culturally competent, timely, and accountable for results. In order to achieve permanency for children in the timeframes required by federal and state laws, the child protection system needs to promote new practices, service innovations and collaborative partnerships among public and private child serving agencies and other community stakeholders.

The Florida Legislature has acknowledged this need by enacting Chapter 39, Section 409.1671, Section 409.401, and subsection 20.19 (7) (c), Florida Statutes. Section 409.1671, F.S., directs the Department of Children and Families to identify and contract with highly qualified community-based organizations that are interested in serving as the lead agency for an integrated system of foster care and appropriate related services.

Building on a partnership among the dependency court judges, a strong and capable lead agency, the department and a community alliance, the system of child welfare service delivery is intended to foster collaboration, communication and community-based integration and networking of traditional and non-traditional services. Consistent with the goals of the federal Adoption and Safe Families Act (ASFA); Public Law 105-89, Public Law 109-239 (Safe and Timely Interstate Placement of Foster Children Act of 2006), and Florida's legislative mandates, Florida's approach to Community-Based Care will:

- 1) First and foremost, promote the safety of children.
- 2) Decrease the time it takes to achieve permanency for all children.
- 3) Promote adoption for children when that is the best permanency option.
- 4) Enhance the state's capacity and accountability for both child safety and permanency.
- 5) Promote and support innovative approaches to achieve the goals of safety, permanency and well being for Florida's children.

Data to assist in responding to this ITN can be found on the "Florida Center for the Advancement of Child Welfare Practice" website. You can access this resource by:

- Go to the Florida Department of Children and Families internet and under the Programs tab, proceed to Family Safety (Child Welfare).
- This page will enable you to link to the Florida Center for the Advancement of Child Welfare Practice.
- Under the Resources / Hotlinks column, select "Performance and Data Reports Directory"
- Select "Child Welfare Services Trend Report"
- Under this selection you can access the following data reports over several years by lead agency or counties. Examples of the available reports are:

Rate of Children Active in Out-of-Home Care (per 1,000 Children)
Percent of Children in Relative Placements
Percent of Children in Family Based Licensed Care
Rate of Children Active in In-Home Care (per 1,000 Children)
Percent of Children Discharged due to Adoption
Percent of Children Discharged due to Reunification w/ Parent(s)/Crtkr

The website address is:

<http://centerforchildwelfare.fmhi.usf.edu/kb/cbctrendreports/ChildWelfareServicesTrendReport.xls>

1.2 Statement of Purpose

Pursuant to section 409.1671, F. S., the Department of Children and Families, hereinafter referred to as the Department is seeking qualified non profit or governmental community-based organizations that are interested in serving as the lead agency in **Circuit 9/Central Region** for an integrated system of care for the provision of foster care and related services to include: emergency shelter, in-home protective services, relative care placements, foster care, therapeutic foster care, foster care supervision, case management, post-placement supervision, permanent foster care, intensive residential treatment, independent living, family reunification, family preservation, adoption and appropriate related services.

It is the intent of the Department to procure a competent, experienced lead agency to provide child welfare services for children and families served in Orange and Osceola Counties. The Department will negotiate one contract with a successful vendor for **Circuit 9/Central Region**.

There will be no start-up funding in association with this procurement for a lead agency. A formal Transition Plan for phase-in to full operations will be mutually developed among the Department, the successful vendor and the incumbent lead agency should the

incumbent not be the successful vendor. The Transition Plan will be completed after the award appeal notice period and before the contract is executed.

The contract execution is contingent upon the lead agency's successful completion of the following tasks:

- Conformance with all elements of readiness outlined in the Department's most current version of the CBC Quality Assurance Provider and Circuit Readiness Technical Assistance Tool, **Appendix VI**, and
- Develop, in partnership with the Department, a Department approved cost allocation plan.

1.3 Term of Agreement

The initial term of the contract shall be for the period of **January 1, 2011 through June 30, 2015**. This contract may be renewed for a period that may not exceed three years, or 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.

1.4 Definitions

Accessible Services – Services that are timely, comprehensive and family-friendly without unreasonable barriers.

Child and Family Services Reviews (CFSR) – A comprehensive federal-state study of each state's performance in child abuse and neglect cases. It examines the performance of the entire state, including the child welfare agency, the courts, and other key agencies. Child and Family Services Review is designed to enable the Children's Bureau to ensure that state child welfare agency practice is in conformity with federal child welfare requirements, to determine what is actually happening to children and families as they are engaged in state child welfare services, and to assist States to enhance their capacity to help children and families achieve positive outcomes.

Child Protection Services - A system of care from the point of entry to exit for all children and families referred from protective investigations and/or the court system for services that ensure safety, well-being and permanency.

Community Alliance – As defined by, Subsection 20.19(6), F.S., a community alliance is a group of stakeholders, community leaders, client representatives and funders of human services who provide a focal point for community participation and governance of community-based services.

Community-Based Care (CBC) - Outsourced foster care and related services contracted with community-based nonprofit agencies or units of local government to establish an integrated system of child welfare services at the local level.

Community-focused - Planning, management and decision-making should ensure that resources are designed to build on the unique strengths and meet the specific needs of local community.

Cost Allocation Plan - A narrative description of the procedures that the vendor shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the vendor.

Courtesy Supervision – Case supervision provided by a Lead Agency to a client/family whose case jurisdiction is in another geographic area not covered by the Lead Agency; this includes case supervision of children placed pursuant to the Interstate Compact on the Placement of Children.

Cultural Competence - A set of congruent behaviors, attitudes and policies that allows professionals to work effectively in cross-cultural situations.

Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.

General Appropriations Act (GAA) - The authorization of the Legislature for the expenditure of amounts of money by an agency for stated purposes in the performance of the functions it is authorized by law to perform.

GAA Measure – A performance measure established by the Florida Legislature in the General Appropriations Act to assess agency outcomes in relation to appropriations.

Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the state of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family.

Individualized Services – Services that are delivered in accordance with strengths and needs identified, both by the client and through valid professional assessments, and guided by an individualized case plan. The service needed should be provided at the specific level, intensity and duration needed by the individual family.

Integrated Planning – A planning process that includes interagency planning, resource-shaping and service delivery linked among the Department's programs and the community's service agencies. Through a shared philosophy, coordinated intake, service planning, care management and continuity of service provision, the system of care should appear seamless to the child and family. Information systems must be designed to support this approach.

Integrated Child Welfare Services Information System (ICWSIS) – An on-line automated information processing system primarily used to track children's placement and ensure timely payments to vendors.

Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.

Lead Agency - The nonprofit community-based care vendor or government entity responsible for coordinating, integrating and managing a local system of supports for eligible children and their families.

Master Trust Fund - Either the Department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is held in trust, administered and disbursed for the benefit of the client in accordance with Sections 402.17 and 402.33, Florida Statutes, the Declaration of Master Trust and Chapter 65C-17, Florida Administrative Code. Funds for the client's needs will be disbursed by the Department or the lead agency, as Trustee, in accordance with Sections 402.17 and 402.33, F.S.

Optimal Program Design - A service program design that represents the most efficient, effective use of funds and that is in the best interest of the state.

Outcome - A measure of the quantified result, impact, or benefit of program tasks on the clients, customers, or users of the services.

Qualified Non Profit Organization - An organization that is registered with the Florida Department of State, Division of Corporations as a nonprofit corporation and is certified as tax exempt under section 501(c)(3) of the Internal Revenue Code.

Quality Assurance - Periodic external review activities conducted by the Department and the lead agency/vendor to assure that the agreed upon level of services is achieved and maintained by the lead agency and its subcontractors. Quality assurance activities will assess compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

Quality Improvement – Continuous internal improvements in service provision and administrative functions. The systematic on-going process of improving performance, both in process and end of process indicators, in order to meet the customer's valid requirements.

Quality Management Plan – A document that describes an approach to, responsibilities for, and implementation of, quality assurance and quality improvement.

Readiness Assessment – A formalized process to determine that the Community-Based-Care Lead Agency, per ss. 409.1671 (1) (b), is certified to be ready to deliver all foster care and related services.

Reply - A document submitted in reply to an Invitation to Negotiate procurement document to be considered for contract award as a lead agency for the Department.

State Fiscal Year - The period from July 1 through June 30.

System of Care - A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency.

Temporary Assistance to Needy Families (TANF) - Federal block grant funds used to provide a very broad range of benefits for the purpose of helping to maintain children in the home of their parent(s) or in the home of an unlicensed relative.

Title IV-E Waiver - The Title IV-E Waiver allows federal IV-E foster care funds to be used for a wide variety of child welfare purposes rather than being restricted to out-of-home care, as normally the case under federal law. This permits funds to be used for child welfare services including prevention, diversion from out-of-home placement through intensive in-home services, reunification, when this can be accomplished safely and permanency as well as for foster care.

SECTION 2: INVITATION TO NEGOTIATE (ITN) PROCESS

2.1 Contact Person

This ITN is issued by the State of Florida, Department of Children and Families **Circuit 9/Central Region**. The contact point for all communication regarding this ITN is:

Christine Barbery
CBC Contract Manager
Department of Children and Families
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801
Office phone: (407) 245-0400 Ext. 162

Prospective vendors are prohibited from contacting Department personnel regarding this ITN other than the contact person identified above. Any violation of this requirement may result in the disqualification of the prospective vendor(s). Any reliance on any information obtained from anyone other than the contact person is at the vendor's own risk.

2.2 Vendor Disqualification

Failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be sufficient cause for disqualification as a vendor. To be disqualified as a vendor under this provision, the vendor must have: (1) previously failed

to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

2.3 Limitations On Contacting Department Personnel

Prospective vendors are prohibited from contacting Department personnel regarding this solicitation other than the contact person identified in **Section 2.1** above. Any occurrence of a violation of this requirement may result in the disqualification of the prospective vendors.

2.4 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME	ADDRESS
ITN Advertised and Released:	Monday April 26, 2010	3:00 P.M.	Florida Communities Network Electronic Posting site: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
Notice of Intent to Submit a Reply to be received by the Department:	Monday May 3, 2010	10:00 A.M.	Attn: Christine Barbery CBC Contract Manager 400 W. Robinson St., Suite S1118 Orlando, FL. 32801
Vendor's Conference to be held:	Thursday May 13, 2010	2:00 P.M.	400 W. Robinson St, Suite S1112 Orlando, FL 32801
Deadline for Submission of Inquiries	Friday May 28, 2010	11:00 A.M.	Attn: Christine Barbery CBC Contract Manager 400 W. Robinson St., Suite S1118 Orlando, FL. 32801
Deadline for Department's Response to Inquiries:	Monday June 14, 2010	11:00 A.M.	Florida Communities Network Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies must be received by the Department:	Wednesday July 14, 2010	3:00 P.M.	Attn: Christine Barbery CBC Contract Manager 400 W. Robinson St., Suite S1118 Orlando, FL. 32801
Reply Opening and Review of Mandatory Criteria:	Wednesday July 14, 2010	3:05 P.M.	Attn: Christine Barbery CBC Contract Manager 400 W. Robinson St., Suite S1112 Orlando, FL. 32801
Evaluation Team Meeting	Monday July 19, 2010	10:00 A.M.	400 W. Robinson St, Suite S1112 Orlando, FL 32801

ACTIVITY	DATE	TIME	ADDRESS
Debriefing Meeting of the Evaluation Team:	Friday July 30, 2010	10:00 A.M.	400 W. Robinson St, Suite S1112 Orlando, FL 32801
Posting of Response Scores and Notice of Intent to Negotiate:	Tuesday August 10, 2010	3:00 P.M.	Florida Communities Network Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
1 st Negotiation Meeting	Tuesday September 7, 2010	10:00 AM	400 W. Robinson St, Suite S1112 Orlando, FL 32801
2 nd Negotiation Meeting	Tuesday September 14, 2010	10:00 AM	400 W. Robinson St, Suite S1112 Orlando, FL 32801
3 rd Negotiation Meeting	Tuesday September 21, 2010	10:00 AM	400 W. Robinson St, Suite S1112 Orlando, FL 32801
Posting of Notice of Intent to Award	Tuesday September 28, 2010	3:00 P.M.	Florida Communities Network Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Effective Date of Contract	January 1, 2011	NA	NA

2.5 Notice of Intent to Submit A Reply

Vendors wishing to submit a Notice of Intent to Submit a Reply, **Appendix V**, may do so by sending the notice to the contact person specified above. Information regarding any addenda to this ITN and copies of written Departmental responses to questions resulting in clarifications or addenda to this ITN will be electronically posted on the Department of Management Services Florida Communities Network (FCN) at the following web site:

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

It is the vendor's exclusive responsibility to access the initial ITN document and all updates posted.

2.6 Vendor's Conference

All prospective vendors are strongly encouraged to attend the vendor's conference to be held at the time and location as specified in **Section 2.4**. At the vendor's conference, potential vendors and interested parties will have the opportunity to present any questions in writing regarding this ITN. Official responses to all inquiries raised at the vendor's conference will be provided pursuant to **Section 2.7** of this ITN.

Certified Minority Business Enterprises are encouraged to participate in any vendor conferences, pre-solicitation or pre-bid meetings which are scheduled.

2.7 Inquiries and Responses

All inquiries not submitted in writing at the vendor's conference must be submitted in **writing** to the contact person identified in **Section 2.1** in accordance with the time, date and place specified in **Section 2.4**. Copies of the responses to all written inquiries, questions documented at the vendor's conference, or clarifications and/or addenda made to the ITN will be made available on the FCN website listed in **Section 2.5**, by the time and date specified in **Section 2.4**.

2.8 Withdrawal of Replies

A written request for withdrawal, signed by the vendor, may be considered if received by the Department within 72 hours after the reply opening time and date as specified in Section 2.4 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 error on the part of the prospective vendor.

2.9 Acceptance of Replies

a) Reply Deadline

All replies must be received by the Department at the time, date and address specified in **Section 2.4** of this document. Any reply submitted shall remain a valid offer for at least 180 days after the reply submission date. No changes, modifications, or additions to the reply after the deadline for submission of replies will be accepted by or be binding on the Department after the deadline for submitting replies has passed.

b) Receipt Statement

Replies not received at the specified place, and by the specified date and time, will be rejected and returned unopened to the vendor by the Department. The Department will retain one (1) unopened original proposal for use in the event of a dispute.

c) Right to Waive Minor Irregularities Statement

The Department reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the ITN terms and conditions, which does not affect the price of the services, delivery of quality of the services, or give the vendor an advantage or benefit not enjoyed by other vendors, and does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation whatsoever to do so. All replies accepted by the Department are subject to the Department's terms and conditions and any and all additional terms and conditions submitted by the vendors are rejected and shall have no force and effect. The Department reserves the right to withdraw this ITN even after an award is made.

2.10 Posting of Response Scores

The results of the response scoring shall be posted electronically at:

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

2.11 Posting of Intent to Award

The results of the negotiation activities including posting of intended award shall be posted electronically at:

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

2.12 Fidelity Bond

The vendor shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in **Appendix VII**, paragraph I.G. of the Standard Contract, entitled Insurance. No payments shall be made to the vendor until the fidelity bond is in place, and approved by the Department in writing.

2.13 Protest or Disputes

Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods of ranking bids, proposals or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturday, Sundays and state holidays excluded) after the posting of the solicitation, decision, or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a protest within the time prescribed in section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of the Department's estimated contract amount. The bond is not to be filed with the notice of protest, but must be filed with the formal written protest or within the 10-day period allowed for the filing of the formal written protest. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturday, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to subsection 120.57(3), F.S. The bond shall be conditioned upon the payment of all cost and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. Failure to file the proper bond at the time of filing the formal protest will result in a rejection of the protest. In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.14 Trade Secrets

The Department will attempt to afford protection from disclosure of any trade secret as defined by section 812.081, F.S., when clearly identified as such in the reply to this ITN, to the extent permitted under section 815.04, F.S., and Chapter 119, F.S. Any prospective vendor acknowledges, however, that the protection afforded by section 815.04, F.S., is incomplete, and it is hereby agreed by the vendor and the Department that no right or remedy for damages arises from any disclosure.

SECTION 3: MINIMUM PROGRAMMATIC REQUIREMENTS

3.1 General Statement

It is the intent of the Department to contract for the provision of all community-based care services for **Circuit 9/Central Region**. The selected vendor will deliver foster care and related services pursuant to s. 409.1671, F.S. and prevention services pursuant to s. 20.19, F.S., while ensuring each child's safety, well being, and permanency, and demonstrating accountability for state and federal compliance and outcome requirements. In addition, the selected vendor will ensure a seamless transition of services from the previous system of care array to the new service network, if applicable.

3.2 Programmatic Authority

The successful vendor must comply with all applicable federal and state laws, rules, regulations, action transmittals, program instructions, review guides and similar documentation, including without limitation those related to the following:

Chapter 39, F.S., authorizes the Department to conduct protective investigations and provide child welfare services.

Section 409.1671, F.S., authorizes the Department to contract for foster care and related services.

Section 409.401, F.S., authorizes the Department to engage in ICPC services.

Section 20.19, F.S., authorizes the Department to contract for prevention services.

3.3 Eligible Vendors

Eligible vendors are those nonprofit agencies or governmental entities with a history of successfully organizing or delivering effective community services to at-risk children and families, including those served by the child welfare system.

3.4 Scope of Service

The selected vendor will deliver a comprehensive array of foster care and related services and prevention services in **Circuit 9/Central Region** to eligible children and families.

3.5 Major Program Goals

The selected vendor shall deliver services through community-based partnerships, while ensuring the safety, well being, and permanency of children and families, in **Circuit 9/Central Region**.

3.6 Client General Description

The awarded contract will serve children and families who are in need of child abuse and neglect prevention or foster care and related services, in **Circuit 9/Central Region**.

3.7 Client Eligibility

Clients eligible for service under this contract shall be determined in accordance with the provisions of: Chapters 65C-13 through 65C-16, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

3.8 Client Determination

In the event of any disputes regarding the eligibility of clients, the determination made by the Department is final and binding on all parties.

3.9 Client Contract Limits

The awarded contractual services are limited to eligible children and families and to children under courtesy supervision in **Circuit 9/Central Region**.

3.10 Task List

The tasks to be performed under the contract to be awarded include a full array of foster care and related services as specified in the CBC Attachment I (**Appendix VIII**). The CBC Attachment I includes reference to the Department's website linked at:

<http://www.dcf.state.fl.us/cbc/>

The documents posted on this website that are incorporated by reference in this CBC Attachment I are also incorporated by reference in this ITN.

3.11 Task Limits

- a) Services for children in need of paid out-of-home placement shall be provided in facilities licensed and approved by the Department at the location and within the capacity limits stated on the license.
- b) The vendor shall give prior notification to the Department when there are changes to the service delivery system or changes that impact the cost allocation plan. These changes must be approved in writing by the Department prior to implementation by the vendor.

3.12 Staffing Levels

Each prospective vendor shall include their proposed staffing for professional, technical, administrative, and clerical support. The successful vendor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines the successful vendor's staffing levels do not meet service requirement needs as stated in the reply, it shall advise the successful vendor in writing and the successful vendor shall have 30 days to remedy the identified staffing deficiencies.

3.13 Professional Qualifications

The selected vendor shall ensure that its program staff, and any subcontractor staff and volunteers utilized to perform tasks in the contract resulting from this ITN, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 and/or 65C-15, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S.

3.14 Staffing Changes

The successful vendor shall staff the program with key personnel identified in the vendor's reply who are considered by the Department to be essential to this program. Prior to diverting any of the proposed individuals the successful vendor shall notify and obtain written approval from the Department of the proposed substitution. Written justification should include documentation of circumstances requiring the change and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact of the program.

The selected vendor shall submit written notification to the Department's contract manager if the Executive Director position of the vendor is to be vacated. Other related requirements will be specified in **Appendix VIII**, CBC Attachment I.

3.15 Subcontractors

The successful vendor must ensure compliance with the subcontract provision specified in **Appendix VIII**, CBC Attachment I. The directors and officers of the successful vendor shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

3.16 Service Delivery Location

The selected vendor will specify the street address, mailing address, facsimile number, and telephone number of the vendor's primary business address and/or service delivery location.

3.17 Lead Agency Presence

The selected vendor must maintain an administrative office(s) in either Orange or Osceola County to ensure a strong community presence.

3.18 Service Times

The selected vendor shall be available and will be responsible for providing an immediate response 24 hours a day, seven days a week.

3.19 Changes In Location

The successful vendor shall notify the Department in writing a minimum of 30 days prior to making changes in location, which will affect the Department's ability to contact the successful vendor by telephone or facsimile transmission.

3.20 Equipment

It is the Department's intent to transfer to the successful vendor all available computer equipment previously transferred to or purchased for foster care and related services by the previous lead agency/vendor if the incumbent vendor is not selected.

In addition, the selected vendor shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the **"Community-Based Care Tangible Personal Property Requirements"** (dated 04/01/09), which is incorporated herein by reference and maintained on the Department's website.

3.21 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(11), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful vendor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this ITN which entitles the Department to unilaterally cancel the contract agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the successful vendor for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. Provided that if an audit is required records shall be retained for a minimum of six years after the audit report is issued and until resolution of any audit findings or any litigation based upon the contract. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful 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 successful vendor of confidential records whether public record or not and promises to defend the Department against the same at its expense.

The successful vendor shall maintain all records required to be maintained pursuant to the 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.

The selected vendor(s) shall comply with activities related to information systems in compliance with the "**Community-Based Care Information System Requirements**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the Department's website.

The selected vendor shall comply with the requirements for documentation of in-service training as addressed in the "**Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars**" (dated 02/25/10), which is incorporated herein by reference and maintained on the Department's website.

It is the Department's intent to transfer to the successful vendor all client records and documentation previously transferred to or subsequently created by the previous lead agency/vendor if the incumbent vendor is not selected.

3.22 Reports

The list of the reports to be completed by the selected vendor, including the time frame for their submission, and format are specified in **Appendix VIII**, CBC Attachment I, Exhibit A, Reports.

Where the 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 both parties that acceptance of required reports shall constitute a separate act. The Department has the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor reasonable opportunity to complete, make adequate, or acceptable, declare this agreement to be in default.

3.23 Performance Measures

The successful vendor to this ITN through effective delivery of child protection services will follow the performance measures as specified in **Appendix VIII**, Section B.5.a, B.5.b., and B.5.c., of this ITN.

Specific performance targets will be negotiated during the negotiation phase of the procurement process and are subject to modification. Performance measures are subject to periodic review and adjustment.

3.24 Description of Performance Measurement Terms

The definitions of any terms in Section 3.23 (**Appendix VIII**, Section B.5.a, B.5.b., and B.5.c., of this ITN) are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 03/23/09), which is incorporated herein by reference and maintained on the Department’s website.

3.25 Performance Evaluation Methodology

The performance evaluation methodology for statewide measures referenced above is listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 03/23/09), which is incorporated herein by reference and maintained on the Department’s website.

3.26 Performance Standards Statement

By execution of any contract resulting from this ITN the selected vendor hereby acknowledges and agrees that its performance under any resulting contract must meet the standards set forth therein and will be bound by the terms and conditions in the solicitation document. If the vendor fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the vendor to achieve compliance with the standards. If the Department affords the vendor an opportunity to achieve compliance, and the vendor fails to achieve within the specified time frame, the Department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

3.27 Vendor Responsibilities

The successful vendor is solely and uniquely responsible for the satisfactory performance of the tasks described in **Section 3.10**. By acceptance of the resulting contract the successful vendor recognizes its singular responsibility for the tasks, activities, and deliverables described herein 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 whether performed by the vendor or its subcontractors.

3.28 Coordination With Other Entities

Due to the nature of services to be provided under the awarded contract it is imperative that the selected vendor coordinates with local community vendors/agencies to ensure community involvement in the delivery of care as well as seeking additional funding sources. These coordination efforts must be documented through written working agreements.

Upon the effective date of the resulting contract, the successful vendor shall establish and maintain working agreements with external entities and organizations in order to fully

implement the requirements of the CBC System of Care. By providing integrated community support and services, working agreements shall clarify roles and responsibilities and establish a shared vision for improving outcomes for families involved in the child welfare system.

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 Funding Source

The community-based care program for Orange and Osceola Counties is funded by: State funds; Federal Block Grants; Federal Uncapped Grants; and Federal Capped Grants. The FY 2011-2015 Estimated Schedule of Funds, Attachment II to **Appendix IX**, identifies the estimated dollar amount of the total cost of the program to be funded by all governmental sources for the period January 1, 2011 through June 30, 2015. The figures contained therein are a projection of funding based upon current fiscal year allocation and Community-Based Care vendor's ability to earn federal funds through proper eligibility determination. All funding is subject to legislative fiscal year appropriations.

To receive any federal Promoting Safe and Stable Families (PSSF) grant dollars, the successful vendor is responsible for a minimum local community match equal to twenty-five percent (25%) of the PSSF funds expended for this program. In its reply, the vendor shall identify how the local match requirement will be met. Allowable match can be non-public third party in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The vendor must document the receipt and expenditure of the required match during each state fiscal year.

Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in **Appendix VIII**, CBC Attachment I, Exhibit A: Reports.

4.2 Funding Amount

The estimated annual funding available for this ITN for core child welfare services is **\$47,808,641.00**. Please see the Estimated Schedule of Funds, Attachment II in **Appendix IX**. At this point the Department can not determine the estimated amounts available for Maintenance of Adoption Subsidy or Independent Living. The complete funding amounts will be finalized during the negotiations process.

4.3 Allowable Costs

The selected vendor must submit a completed template Cost Allocation Plan (**Appendix VIII**) developed in accordance with the appropriate Federal cost principles (2 CFR Part 225 for governmental agencies and 2 CFR Part 230 for nonprofit agencies) to the contract manager for the Departmental approval 30 days prior to contract award (**see Section 2.4, Schedule of Events and Deadlines**). The Cost Allocation Plan must be reviewed and approved by the Department prior to the transition of foster care and related services.

In addition, the Cost Allocation Plan must include the indirect rate and methodology used to determine the indirect rate. If the lead agency has a federally approved indirect cost rate plan, a copy may be submitted to satisfy the requirement.

Any expenditure disallowed as a result of the vendor's or any subcontractors' non-compliance with state or federal funding regulations discovered in any state or federal audit shall be repaid to the Department upon discovery.

4.4 Invoicing and Payment of Invoices

Payment under the awarded contract will be issued on an advance fixed priced, fixed payment basis.

The vendor shall request payment monthly by submitting a properly completed and Department approved invoice form based on the vendor's approved cost allocation plan. The invoice must be dated and signed by an authorized vendor representative, and submitted in accordance with the submission schedule in the resulting services contract. The vendor shall maintain service delivery and expenditure supporting documentation.

The vendor will maintain records that document the proper application of the cost allocation methodology as contained in the vendor's Department approved cost allocation plan. Prior to implementing any programmatic or fiscal change that may alter any underlying assumption or basis to the vendor's Department approved cost allocation plan, the vendor shall submit a formal request to modify the existing plan to the Department for review and written approval, if acceptable by the Department. Documentation of all expenses incurred under this contract shall be maintained by the vendor and are subject to being requested or reviewed by the Department or the State Chief Financial Officer at any time during this contract. The Department reserves the right to request additional supporting documentation for expenses included in the vendor's invoices. Expenditure documentation requirements may be found at:

http://www.fldfs.com/aadir/reference_guide/

SECTION 5: INSTRUCTIONS TO PROSPECTIVE VENDORS TO THE ITN

This section specifies the submittal process to include the listing of mandatory criteria and other required items. **Appendix XIV**, State of Florida PUR 1001 - General Instructions to Respondents, contains additional instructions explaining the ITN process and the actions necessary to respond to the ITN. This ITN contains additional materials and guidance. The terms and conditions of the ITN take precedence over the terms and conditions of the PUR 1001 unless the contradictory terms in the form are statutorily required. By submitting a reply, the vendor agrees to comply with all the terms and conditions of the ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the reply.

5.1 How to Submit a Reply

a. Any reply must be received by the Department according to the deadline set forth in the Schedule of Events and Deadlines, **Section 2.4** of this document. The prospective vendor may choose, and is responsible for, the method of delivery to the Department except that

facsimiles or electronic transmissions will not be accepted at any time. An untimely reply will be rejected and returned. The Department will keep one copy for its records. **The Department is not responsible for any lost or misdirected submittal.**

Submit **one original, 15 copies, and a 3.5" disk or CD** of the reply package to the contact person at the date, time, and place specified in **Section 2.4**. Clearly mark the envelope "**Reply to ITN-#C9CBCITN2011**" and include at a minimum the vendor's name and address. Clearly mark the envelope which contains the original document as "**Original Reply to ITN-# C9CBCITN2011**". Each envelope is to be sealed and addressed to:

Christine Barbery
CBC Contract Manager
Department of Children and Families
400 W. Robinson Street, Suite S1118
Orlando, Florida 32801

The vendor's narrative replies to Section 5.3 must be single-spaced on 8.5" x 11" paper. The narrative portion must be no more than 60 pages, use 12-point type, excluding attachments, and must follow the exact sequence below. All submissions must be in English.

b. Reply shall include the following documents:

1. Title Page

Each copy of the reply must have a Title Page containing the following:

- a) ITN number;
- b) Title of the reply; i.e., **CBC Lead Agency Proposal for: Orange and Osceola Counties.**
- c) Vendor's name (person, organization, firm);
- d) Organization to which reply is submitted;
- e) Name, title, phone number, and address of person who can respond to inquiries regarding the reply;
- f) Name, title, phone number and address of the vendor's program director, if different from the above named person.

2. Vendor's Cross Reference Table

In order to assist the vendor in its development of a clear reply and to facilitate evaluation by the Department, the vendor is required to provide a table that cross-references the contents of its reply with the contents of this ITN. The Cross Reference Table identifies by page number and section the location of all information specifically required in **Section 5** of this document. The following sample is provided as a suggested format:

ITN			REPLY		
Page(s)	Section	Subject	Page(s)	Section	Subject
23	5.3.a	Vendor's Approach and Philosophy			
24	5.3.b	History of Collaborative Service Delivery to Children and Families At Risk for/or Involved in Child Protective Services			

5.2 Mandatory Criteria

Submitted replies will be opened at the time and place specified in **Section 2.4**. Mandatory criteria are requirements determined to be absolutely necessary for the evaluation of submitted replies without which the replies **will be determined to be non-responsive and ineligible for further review**. **Appendix IV, Section A, contains all mandatory criteria to be verified prior to evaluation.**

Mandatory criteria are as follows:

a. Reply Submission

The reply was received by the time and date, and at the location specified in the ITN.

b. Mandatory Statement of Assurances (Appendix II)

This is the approved form outlining requirements and conditions required by the Department to serve as a lead agency for community-based care and must be signed by an authorized official of the vendor agency. A document establishing delegated authority must be included with the reply if signed by other than president, chairman, or owner.

c. Required Certifications (Appendix III)

This appendix is the approved form detailing required certifications and compliance with the terms and conditions of this ITN and covers the following:

- Acceptance of Contract Terms and Conditions
- Statement of No Involvement
- Conflict of Interest Statement
- Certification of Drug-Free Workplace Program

Each form must be signed by an authorized official of the vendor's organization who has the legal authority to bind the vendor to the provisions of the reply.

d. Proof of Delegated Authority to Execute ITN

The vendor must supply documentation establishing authority if the reply is signed by other than president, chairman, or owner.

e. Registration in MyFloridaMarketPlace.com

Rule 60A-1.030, Florida Administrative Code requires all vendors, with few exceptions, to be registered in the MyFloridaMarketPlace (MFMP) system. The vendor is responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any reply to a solicitation in a competitive procurement and before negotiations are initiated in a noncompetitive procurement. Unless the vendor is exempt by Rule, proof of registration in MFMP will be a mandatory criteria in the evaluation of replies to a competitive solicitation.

5.3 Description of Approach to Performing Tasks Required by the Task List/Reply Narrative

The vendor's reply to this section must not exceed 60 pages, single-spaced, 12- point type, excluding the assurances, vendor reports, and required attachments.

5.3.a. Provide a description of the vendor's approach and philosophy. This should include mission statement, guiding principles, core values, vision and history in the community. Describe how the mission and service delivery experiences support a community-based care approach capable of addressing tasks defined in **Appendix VIII**, CBC Attachment I, Section B.1. In the case of both an established or newly created entity, the vendor should include the mission statement, core values, vision and bylaws of the entity with a description of the history in the community of the founding collaborative partners. Describe and support the vendor's assertion that their approach represents the best value to the state and community served (i.e., **Circuit 9/Central Region**) in reply to the need for an effective community-based child protective system.

5.3.b. Provide a description of the vendor's History of Collaborative Service Delivery to Children and Families At Risk for/or Involved in Child Protective Services. This should include information on vendor's service delivery to children and their families at risk for or involved in child protective services in the community and describe the diversity and type of programming delivered. The vendor should include examples of previous or current collaboration including "best practices" applied to the delivery of such services. In addition, the vendor must provide evidence that shows significant achievement of critical performance outcomes in the delivery of such services. Newly created entities shall describe the history of the founding collaborative partners.

5.3.c. Describe the vendor's organization and governance structure, depicting clear lines of authority. Describe how the organization and governance structure represents a lean, efficient and effective administrative model. Include a table of organization and identify key roles including but not limited to, program management, program development, financial management, quality assurance, and information systems. For each key position, include duties and responsibilities. Describe how positions in the table of organization support the system of care. In the case of a newly created entity, describe the structure of the new

entity with lines of authority among the new entity and each of its founding agencies, including statewide and corporate affiliations.

Include a listing of the Board of Directors, their names, affiliations, titles, work addresses, and terms of office. The vendor shall submit copies of all of its governing documents including but not limited to its articles of incorporation, bylaws, or other documents concerning governance which incorporate the following governance requirements. The Lead Agency shall be a Florida corporation not-for-profit without members with jurisdiction in the geographic area served by the Lead Agency or a governmental entity with jurisdiction in the geographic area served by the Lead Agency. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer. Vendors who are submitting proposals to become the lead agency for Circuit 9 must include a plan for Board of Directors membership that represents both Orange and Osceola counties.

5.3.d. Describe the vendor's experience with diverse stakeholder groups in developing community programs. Describe the vendor's experience participating in activities sponsored by diverse stakeholder groups. Describe vendor's experience in participating in community events outside of normal business hours. Describe the vendor's experience with conducting Collaborative activities. These may include needs assessments, strategic planning, service delivery models, system designs, and research. Describe vendor's plans to conduct an annual community assessment regarding vendor's service delivery in meeting community needs. Describe vendor's experience communicating with and working in collaboration with the Department of Children and Families and other community stakeholders which demonstrates a bilateral working partnership. Provide letters of support from stakeholders including, but not limited to, families in the target population, vendors supporting community-based systems of care, child and family service vendors, behavioral health agencies, community organizations, the courts, schools, faith-based organizations, advocacy groups, foundations and other funders, and the business community. In the case of a newly created entity, provide the same information for each of the founding collaborative partners.

5.3.e. Describe the approach to and implementation of quality assurance and quality improvement, which shall include use of client outcome and client satisfaction data, as well as the level of staff commitment for this function. Newly created entities should include the description of the quality assurance and quality improvement process for each of the founding collaborative partners. Vendor must fully describe processes employed to effectively manage and monitor subcontracts. Explain the process by which you will ensure accountability for performance from subcontractors. Vendor must include proof of any accreditation achieved through nationally recognized accrediting bodies. Vendors must provide copies of current monitoring reports. Describe how the vendor will participate in and ensure compliance with the department's statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement.

5.3.f. Describe the vendor's staffing plan and process for maximizing funding allocation and federal claiming through a system that ensures accuracy of both determination and reporting of client eligibility. Describe the vendor's process that includes continuous monitoring of program compliance and automated system data integrity. The vendor should describe a system that reliably links subcontracted functions to funding allocations, that maximizes funding utilization to direct services, and describes how financial management will be utilized to increase and expand services to children within the system of care.

5.3.g. Describe the vendor's operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. Provide the proposed outline or hierarchical structure with determinations on how staff will be organized by caseload, function and subcontractor duty. Functions to be staffed by vendor must be clearly demarcated from those proposed for subcontracting. Emphasize practices performed to train, supervise and maintain qualified personnel with the goal of minimal caseload disruption. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. Include all applicable personnel grievance and conflict resolution practices. Explain how the organization and staffing levels will best meet the performance standards required to perform community-based care. Describe the credentials for Human Resources and professional level employees.

5.3.h. Vendor shall define the geographic ratio of foster homes to need and shall describe actions which will be taken to recruit, train, license and retain qualified foster homes within **Circuit 9/Central Region** in sufficient detail to address ratio gaps, any needed expansion, and on-going operational needs. Fully explain primary objectives and action steps employed to achieve: recruitment; training; licensing and retention of foster families. Explain any challenges and proposed resolutions for service area proposed which must be addressed to be effective in meeting the need for qualified foster homes. Define vendor responsibility in responding to the needs of foster families. Specifically address Life Skills training for foster children, support services to children and foster parents, and communication between lead agency staff, licensing staff, case management staff and foster parents. Explain relationship needs as they pertain to the Foster Parent Association for respective community(ies)/county(ies) served and vendor's experience in meeting those needs or plans to meet them. Provide plan for resolution of foster family grievances. Explain vendor philosophy towards partnership with foster care families.

5.3.i. Provide a detailed explanation of how the vendor will carry out quality assurance in the protection of client data and in the computer data entry process. Explain how the vendor will ensure accurate and timely entry of data into the state's Florida Safe Families Network (FSFN) and ICWSIS systems. Describe approach to protecting and maintaining confidentiality of sensitive client information relative to paper and computer-based file system (mainframes, servers and laptops), and digital cameras, which reflect the volume and complexity of data to be maintained in community-based care applications from multiple service and off-site locations. Include detailed training plan for personnel handling sensitive data.

5.3.j. Describe the vendor's current financial management and accounting systems and capability to generate financial reports on utilization, cost, claims, billing and collections for the Department and other stakeholders. Highlight areas that will need to be enhanced prior to implementation, if any. Sample reports should be attached to demonstrate financial

reporting capability. In the case of a newly created entity, the vendor should describe the founding collaborative partners' system and provide the same supporting documentation.

5.3.k. To demonstrate financial stability, the vendor shall submit copies of their financial and compliance audit reports and/or certified financial statements for the two most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports and management letters. 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. Reports or statements included must be in sufficient detail to assign points for merit of reply as described in **Appendix IV, Section B.**

5.3.l. The vendor should provide evidence of the ability to secure diverse financial resources apart from Community-Based Care contracted dollars, e.g., charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services. The vendor must describe current funding sources and fund development results for the last three years. The vendor must also describe how they will provide resources at no cost to the Department for transition of services (if applicable). A newly created entity shall fully describe how it would build or secure diverse financial resources. The vendor must describe fund development results for each of the founding collaborative partners for the last three years. The vendor must provide a plan to meet PSSF match requirements.

5.3.m. The vendor will describe the methods used for service delivery to include prevention and diversion services while safely reducing out-of-home care caseloads and improving in-home service delivery. The vendor will describe managerial and supervisory strategies, methods and tools (including tracking and follow-up) to ensure timely progression of case planning, judicial review, and steps toward permanency. The vendor will describe strategies to be deployed that will maintain caseloads at the Child Welfare League of America (CWLA) recommended level or preferably, lower. The vendor should provide a description of quality assurance processes, including family engagement and family centered practices, timely reunification, adoption, and independent living, to promote continuous improvement in caseload management.

5.3.n. The vendor shall describe the approach to meeting performance targets specified in Section 3.23. The vendor will describe methods by which staff and subcontractor agencies will be held accountable for performance targets, including incentives and penalties if applicable. Describe methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, applicable performance targets. Provide a description of the process of systematic review and improvement of performance.

SECTION 6.0: ITN EVALUATION METHODOLOGY

The maximum points available are 146.

The Department shall select an evaluation team specific to the geographic area proposed for service delivery. There will be a maximum of 14 evaluators with appropriate financial and programmatic expertise who will evaluate the replies. The team will be comprised of a minimum of 3 evaluators with financial expertise, and a minimum of 5 evaluators

with extensive foster care and related service programmatic expertise. The evaluation tool found in **Appendix IV** will be utilized by all evaluators. Evaluators with programmatic expertise will assign points for **Sections: 5.3.a, 5.3.b., 5.3.c, 5.3.d., 5.3.e., 5.3.f., 5.3.g., 5.3.h., 5.3.i., 5.3.m, and 5.3.n.** Evaluators with financial expertise will assign points for **Sections: 5.3.j., 5.3.k., and 5.3.l.** The weighted average of all evaluator's scores for each criterion assigned for rating by financial evaluators and the weighted average of all evaluator's scores for each criterion assigned for rating by programmatic evaluators will be tabulated. The final vendor score will be the sum of all average criterion scores. Vendor's averages will be calculated to the second decimal point to determine the final order of vendors.

Evaluators will be encouraged to provide ratings in quarter-point increments on criterion items where replies fall between the lowest and highest of two whole number increments. This will be done to refine the rating to the greatest and most manageable degree possible.

SECTION 7.0: CONTRACT PROVISIONS/OTHER REQUIRED INFORMATION

Other requirements are listed in the documents presented below. In the event of a question concerning the interpretation of the rights and obligations created by this solicitation, the documents will be construed in the following order of precedence: Standard Contract; PUR 1000; the CBC Attachment I, this ITN; and any negotiations pertaining hereto.

7.1 Standard Contract

The Standard Contract, **Appendix VII**, contains general contract terms and conditions required by the Department for all contract vendors.

7.2 CBC Attachment I

Appendix VIII, CBC Attachment I, and all attached Exhibits to the Attachment I, shall serve as an example of the proposed contract and may or may not serve as the basis for contract negotiation. The successful vendor's reply to this ITN will be incorporated by reference and provide clarification of roles, responsibilities and the mode of service delivery for the lead agency serving **Circuit 9/Central Region**. Any modifications or proposed exceptions to this uniform CBC Attachment I shall be subject to approval by the Department.

7.3 State of Florida Form PUR 1000-General Contract Conditions

The State of Florida PUR 1000, **Appendix I**, contains additional standard contract terms and conditions that will apply to the contract that results from the ITN. In the event of any conflict between the PUR 1000 form and any terms or conditions in the Standard Contract or CBC Attachment I (referenced above), the terms and conditions in the contract shall take precedence over the conflicting term in the PUR 1000. However, if the conflicting term in the PUR 1000 is required by any section of the Florida Statutes, the term contained in the PUR 1000 shall take precedence.

7.4 Property

The successful vendor will be required to:

- Maintain a written property inventory for all property transferred to the lead agency from the Department and/or incumbent lead agency and purchased with funds under the terms of any contract that may result from this ITN; and
- Maintain all such property in good working order.
- Insure all such property for the full insurable replacement cost of the property. All such policies of insurance shall name the department as an additional insured under the policy, be provided by insurers licensed or eligible to do business in Florida, and must require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal. Each insurer, including those providing coverage to subcontractors, must be authorized or eligible to do business in the State of Florida. The successful vendor shall provide the provider department with copies of all such policies and/or certificates of insurance evidencing such insurance to be in full force and effect at all times during the term of the contract.

Title to all property transferred to a vendor from the Department or purchased by a vendor under any contract that may result from this ITN will be vested in the Department upon completion or termination of that contract. Transfer of equipment will be incorporated in the written Transition Plan prior to contract execution.

7.5 Financial and Compliance Audit

The Department's Financial and Compliance Audit requirements are included in **Appendix XI**.

7.6 Authorities and Requirements Reference Guide

The selected vendor shall comply with all state laws and rules and federal laws and regulations. The department's authority and requirements references are included in the **"Community-Based Care Authority and Requirements Reference Guide"** (dated 2/01/10), which is incorporated herein by reference and maintained on the department's website.

7.7 MyFloridaMarketPlace.com Transaction Fee

This contract is exempt from MyFloridaMarketPlace transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C. Registration in the MyFloridaMarketPlace.com system is required, as specified in **Section 5.2.e**.

7.8 Certification Regarding Lobbying

The Certification Regarding Lobbying is found in **Appendix X**. This certification is not required to be submitted as part of the reply to this ITN.

7.9 Certification Regarding Debarment

The Certification Regarding Debarment is found in **Appendix XIII**. This certification is not required to be submitted as part of the reply to this ITN.

SECTION 8: DEPARTMENTAL RESPONSIBILITIES

8.1 Right to Reject any and All Replies

The Department reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as variations from the detailed system of care reply terms and conditions that do not adversely impact the interest of the Department. At its option, the Department, may correct minor irregularities, but is under no obligation whatsoever to do so.

8.2 Right to Withdraw the ITN

The Department reserves the right to withdraw the ITN at any time, including after an award is made and by doing so assumes no liability to any vendor.

8.3 Department Determination

The Department reserves the right to make any and all determinations exclusively which it deems necessary to protect the interests of the State of Florida and the health, safety and welfare of the clients who are served by the Department either directly or through any one of its contracted vendors.

8.4 Negotiation

The Department may negotiate with one or more vendor(s) for the provision of foster care and related services in **Circuit 9/Central Region**, based on results of the ITN Rating Methodology. The contract resulting from this ITN, will specify the tasks all parties need to perform in order for the lead agency to be in a position to begin providing child protection services. It is under this contract that the lead agency will assume responsibility for the child protection system of care and the provision of foster care and related services.

Should the Department begin negotiations with more than one vendor, the negotiations shall not be construed as a contract award. Only one vendor will be awarded the resulting contract.

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

APPENDIX I

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
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15. Invoicing and Payment.
16. Taxes.
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18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
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22. Termination for Convenience.
23. Termination for Cause.
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26. Renewal.
27. Purchase Order Duration.
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31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
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34. Contractor Employees, Subcontractors, and Other Agents
35. Insurance Requirements.
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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and

provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree

to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of

performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida

Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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60A-1.002, F.A.C.

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Appendix II

Statement of Assurances

The vendor assures the following requirements and conditions will be accepted as part of the qualifications to serve as a lead agency.

1. The vendor has the ability to coordinate, integrate, and manage all child protective services in in cooperation with child protective investigations.
2. The vendor has the ability to ensure continuity of care from entry to exit for all children referred from the protective investigation and court system.
3. The vendor has the ability to provide directly, or contract for through a local network of vendors, all necessary child protective services.
4. The vendor will accept accountability for meeting the outcomes and performance standards related to child protective services established by the Legislature and the federal government.
5. The vendor has the capability and will serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the community by the state, provided all related funding is included in the contract between the Department and the vendor.
6. The vendor will ensure that each individual who provides child protective services completes the training required of child protection service staff by the Department of Children and Families.
7. The vendor will maintain eligibility to receive all federal child welfare funds, including Title IV-E and IV-A funds, currently being used by the Department of Children and Family Services.
8. The vendor will enter into written agreements with Healthy Families Florida lead entities in their community, pursuant to s. 409.153, F.S., to promote cooperative planning for the provision of prevention and intervention services.
9. The vendor agrees, in order to fully implement Community-Based Care, to comply with the provisions of paragraph D. 11 "Governance" found in **Appendix VIII**, CBC Attachment I, Example, of this ITN.

Signature of Authorized Official

Date

Witness

Date

Appendix III

Required Certifications

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If we should be awarded this contract, we will comply with all the terms and conditions specified in the ITN and in the resulting service contract.

Signature and Title of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of _____, certify that no member of this firm or any person having interest in this firm has been:

1. Awarded a contract by the Department of Children and Families on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this Solicitation, or
2. Participated in drafting this Solicitation, or
3. Developed a program for future implementation with specific subject matter contained in this Solicitation.

Signature and Title of Authorized Official

Date

CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify, that all persons, companies, or parties interested in the reply as principals are named therein, that the reply is made without collusion with any other person, persons, company or parties submitting a reply; that it is in all respects made in good faith; and as the signer of the reply, I have full authority to legally bind the vendor to the provisions of this reply.

Signature and Title of Authorized Official

Date

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

We certify that we currently maintain a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that Section.

Signature and Title of Authorized Official

Date

An authorized official is an officer of the vendor's organization who has legal authority to bind the vendor to the provisions of the reply. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the reply if signed by other than the president, chairman, or owner.

Appendix IV

ITN Document Responsiveness Evaluation Form

(For Department Use Only)

SECTION A: MANDATORY CRITERIA

Section A lists the minimum requirements (**MANDATORY CRITERIA**) that each reply must satisfy. Points are not awarded for this section. However, a "NO" reply to any of these requirements will automatically disqualify a vendor from further consideration.

Name of Vendor Organization _____
(Legal Name)

Department of Children and Families
Procurement Manager _____
(Name Printed)

MANDATORY CRITERIA (if any are not met, the reply cannot be considered further)

1. Was reply received by the time and date, and at the location specified in the ITN?	Yes	No
2. Did the vendor submit a signed Statement of Assurances without alteration?	Yes	No
3. Did the vendor submit signed Required Certifications without alteration?	Yes	No
4. Did the vendor submit proof of delegated authority to execute the ITN (as applicable)?	Yes	No
5. Did the vendor submit proof of registration in MyFloridaMarketPlace.com?	Yes	No

If all replies are "Yes", continue to next section. If any "No", the reply is rejected and the vendor disqualified.

Appendix IV

SECTION B. EVALUATION CRITERIA SUMMARY

Section		Potential Score	Weight	Potential Weighted Value
5.3.a.	Approach and Philosophy		3X	
5.3.b.	History of Collaborative Service Delivery		4X	
5.3.c.	Organization and Governance Structure		4X	
5.3.d.	Experience With Diverse Stakeholders		3X	
5.3.e.	Quality Assurance and Quality Improvement Plans – Client Outcome and Satisfaction		4X	
5.3.f.	Revenue Maximization		4X	
5.3.g.	Staff Recruitment, Training and Retention		3X	
5.3.h.	Foster Home Recruitment, Training and Retention		4X	
5.3.i.	Quality Assurance Methods – Information Technology		4X	
5.3.j.	Current Financial Management and Accounting Systems		4X	
5.3.k.	Financial Stability		3X	
5.3.l.	Evidence of the Ability to Secure Diverse Financial Resources		2X	
5.3.m.	Safely Reducing Caseloads		4X	
5.3.n.	Meeting Performance Targets		4X	
Total Score				
Total Possible Score				<u>146</u>

Appendix IV

SECTION B: EVALUATION CRITERIA

5.3.a. Provide a description of the vendor's approach and philosophy. This should include mission statement, guiding principles, core values, vision and history in the community. Describe how the mission and service delivery experiences support a community-based care approach capable of addressing tasks defined in Appendix VIII, CBC Attachment I, Section B.1. In the case of both an established or newly created entity, the vendor should include the mission statement, core values, vision and by-laws of the entity with a description of the history in the community of the founding collaborative partners. Describe and support the vendor's assertion that their approach represents the best value to the state and community served (i.e., Circuit 9/Central Region) in reply to the need for an effective community-based child protective system.		
Evidence that the approach/philosophy supports Community-Based Care.		
RATING		NOTES
The vendor's mission, values, approach and philosophy demonstrate a fully matured commitment to child welfare and safety, including all of the following elements: results oriented, child/family centered, customer driven, performance based and community- based; AND, clearly demonstrates why their approach to service delivery represents the best value for effectively meeting the child protection needs of Circuit 9/Central Region.	3 Points	
The vendor's mission, values, approach and philosophy demonstrate a matured commitment to child welfare and safety including at least three of the following elements: results oriented, child / family centered, customer driven, performance based and community- based.	2 Points	
The vendor's mission, values, approach and philosophy demonstrate a commitment to child welfare and safety including at least two of the following elements: results oriented, child / family centered, customer driven, performance based and community-based.	1 Point	
The approach and philosophy is not sufficiently described or it is not specifically related to the tasks described in Appendix VIII, Section B.1.	0 Points	
SCORE: _____		

Appendix IV

5.3. b. Provide a description of the vendor's History of Collaborative Service Delivery to Children and Families At Risk for/or Involved in Child Protective Services. This should include information on vendor's service delivery to children and their families at risk for or involved in child protective services in the community and describe the diversity and type of programming delivered. The vendor should include examples of previous or current collaboration including "best practices" applied to the delivery of such services. In addition, the vendor must provide evidence that shows significant achievement of critical performance outcomes in the delivery of such services. Newly created entities shall describe the history of the founding collaborative partners.		
RATING		NOTES
The vendor has a positive and successful history (over 5 years) of collaborative service delivery, including providing a diverse array of child welfare and other supportive services. Vendor provides evidence or examples of past collaborative efforts, including "best practice" elements learned through the delivery of such services. The vendor clearly shows significant achievement of critical performance outcomes in previous or current service delivery.	3 Points	
The vendor has a positive and successful history (3-5 years) of collaborative service delivery, including providing an appropriate array of child welfare and other supportive services with evidence of outcome-driven performance.	2 Points	
The vendor has a positive and successful history (1-2 years) of collaborative service delivery, with some evidence of outcome achievement or there is a limited array of child welfare and other supportive services.	1 Point	
The vendor has less than one-year history of collaborative service delivery, and no or limited experience delivering an appropriate array of foster care or related services.	0 Points	
SCORE: _____		

Appendix IV

5.3.c. Describe the vendor's organization and governance structure, depicting clear lines of authority. Describe how the organization and governance structure represents a lean, efficient and effective administrative model. Include a table of organization and identify key roles including but not limited to, program management, program development, financial management, quality assurance, and information systems. For each key position, include duties and responsibilities. Describe how positions in the table of organization support the system of care. In the case of a newly created entity, describe the structure of the new entity with lines of authority among the new entity and each of its founding agencies, including statewide and corporate affiliations.

Include a listing of the Board of Directors, their names, affiliations, titles, work addresses, and terms of office. The vendor shall submit copies of all of its governing documents including but not limited to its articles of incorporation, bylaws, or other documents concerning governance which incorporate the following governance requirements. The Lead Agency shall be a Florida corporation not-for-profit without members with jurisdiction in the geographic area served by the Lead Agency or a governmental entity with jurisdiction in the geographic area served by the Lead Agency. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer. Vendors who are submitting proposals to become the lead agency for Circuit 9 must include a plan for Board of Directors membership that represents both Orange and Osceola counties.

RATING		NOTES
The organizational and governance structures are described and all lines of authority are clear in the table of organization. The organization and governance structures describe how they support the system of care, and represent a lean, efficient and effective administrative model. Board of Directors consists of 100%, community-based, non-provider representatives representing both Orange and Osceola counties. The required governance documents were submitted.	2 Points	
The organizational and governance structures are described but either or both the description and table of organization are incomplete, do not represent a lean, efficient or effective model, or are not considered adequate to ensure strong leadership guidance. Board of Directors consists of <100% community-based, non-provider representatives. Partial required governance documents submitted.	1 Point	
The organizational and governance structures are not described or a table of organization is not provided. Board of Directors consists largely or totally of provider representatives.	0 Points	
SCORE: _____		

Appendix IV

5.3.d. Describe the vendor's experience with diverse stakeholder groups in developing community programs. Describe the vendor's experience participating in activities sponsored by diverse stakeholder groups. Describe vendor's experience in participating in community events outside of normal business hours. Describe the vendor's experience with conducting Collaborative activities. These may include needs assessments, strategic planning, service delivery models, system designs, and research. Describe vendor's plans to conduct an annual community assessment regarding vendor's service delivery in meeting community needs. Describe vendor's experience communicating with and working in collaboration with the Department of Children and Families and other community stakeholders which demonstrates a bilateral working partnership. Provide letters of support from stakeholders including, but not limited to, families in the target population, vendors supporting community-based systems of care, child and family service vendors, behavioral health agencies, community organizations, the courts, schools, faith-based organizations, advocacy groups, foundations and other funders, and the business community. In the case of a newly created entity, provide the same information for each of the founding collaborative partners.

RATING		NOTES
The reply describes how the organization has been a collaborative leader for community programs. The vendor provided letters of substantial support from different types of critical stakeholders (include only those letters demonstrating vendor history or significant support to the proposed program). Evidences strong local (within community that system of care would serve) stakeholder support. The reply describes vendor's plans to conduct an annual community assessment regarding vendor's service delivery in meeting community needs.	3 Points	
The reply describes how the organization has been an active participant in collaborative planning for community programs. The vendor provided letters of support from different types of stakeholder groups (include only those letters demonstrating vendor history or significant support to the proposed program).	2 Points	
The reply shows minimal participation in collaborative activities for community programs. The vendor provided letters of minimum support from stakeholder groups (include only those letters demonstrating vendor history or significant support to the proposed program).	1 Point	
The reply offers no evidence that the organization has supported collaborative planning for community programs.	0 Points	
SCORE: _____		

Appendix IV

5.3.e. Describe the approach to and implementation of quality assurance and quality improvement, which shall include use of client outcome and client satisfaction data, as well as the level of staff commitment for this function. Newly created entities should include the description of the quality assurance and quality improvement process for each of the founding collaborative partners. Vendor must fully describe processes employed to effectively manage and monitor subcontracts. Explain the process by which you will ensure accountability for performance from subcontractors. Vendor must include proof of any accreditation achieved through nationally recognized accrediting bodies. Vendors must provide copies of current monitoring reports. Describe how the vendor will participate in and ensure compliance with the department's statewide requirements and processes for quality assurance and quality improvement; including quality management planning, quality reviews, reporting, measurement, analysis, and performance improvement.

RATING		NOTES
Vendor outlines a comprehensive approach to both quality assurance and quality improvement. This approach includes a capacity to collect and evaluate outcome, output and customer satisfaction data and integrate results into their service delivery system. Vendor describes appropriate oversight of subcontracted functions. Vendor describes an approach to participating in the department's statewide requirements for quality management. Accrediting, monitoring and quality assurance reports demonstrate sound quality assurance and quality improvement process history.	3 Points	
Vendor outlines an approach to both quality assurance and quality improvement but fails to integrate results into the service delivery system or fails to address participation in the statewide quality management process. Accrediting body reports contain some indication of system improvement needs.	2 Points	
Vendor's plan is limited to either quality assurance or quality improvement.	1 Point	
The vendor has no current quality assurance or quality improvement system and no plan for development.	0 Points	
SCORE: _____		

Appendix IV

5.3.f. Describe the vendor's staffing plan and process for maximizing funding allocation and federal claiming through a system that ensures accuracy of both determination and reporting of client eligibility. Describe the vendor's process that includes continuous monitoring of program compliance and automated system data integrity. The vendor should describe a system that reliably links subcontracted functions to funding allocations, that maximizes funding utilization to direct services, and describes how financial management will be utilized to increase and expand services to children within the system of care.

RATING		NOTES
Vendor describes the staffing and process for maximizing funding allocation and federal claiming through a system that ensures accuracy of both determination and reporting of client eligibility. Vendor describes a process that includes continuous monitoring of program compliance and automated system data integrity. Vendor describes a system that reliably links subcontracted functions to funding allocations, maximizes funding utilization to direct services, and describes how financial management will be utilized to increase and expand services to children within the system of care.	3 Points	
Vendor outlines an approach to funding allocation, federal claiming, and subcontracted service functions, but does not integrate results into the service delivery system.	2 Points	
Vendor's plan is limited to funding allocation with no consideration of federal claiming.	1 Point	
The vendor has no Revenue Maximization plan.	0 Points	
SCORE: _____		

Appendix IV

5.3.g. Describe the vendor's operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. Provide the proposed outline or hierarchical structure with determinations on how staff will be organized by caseload, function and subcontractor duty. Functions to be staffed by vendor must be clearly demarcated from those proposed for subcontracting. Emphasize practices performed to train, supervise and maintain qualified personnel with the goal of minimal caseload disruption. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served. Include all applicable personnel grievance and conflict resolution practices. Explain how the organization and staffing levels will best meet the performance standards required to perform community-based care. Describe the credentials for Human Resources and professional level employees.

RATING		NOTES
The vendor describes a mature operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. The vendor provides a sound description of staff organization, by caseload, function and subcontractor duty. Functions to be performed by the vendor are clearly demarcated from those proposed for subcontracting. The approach integrates sound cultural diversity practices. Procedures for personnel training, supervision, support, and grievance clearly tie to achievement of performance standards. The plan described clearly delineates vendor relationship with subcontractor entities in division of direct service responsibilities. The plan describes the credentials for Human Resources and professional level employees.	3 Points	
The vendor describes a mature operational approach to the recruitment, training, supervision and retention of qualified direct service personnel. Staff organization, caseload, function and subcontractor duties are described. The approach integrates sound cultural diversity practices. Procedures for personnel training, supervision, support, and grievance clearly tie to achievement of performance standards.	2 Points	
The approach to personnel management includes at least two of the following: supervision, support, training and grievance procedures.	1 Point	
The approach to personnel training, supervision, support, and grievance are not described.	0 Points	
SCORE: _____		

Appendix IV

5.3.h. Vendor shall define the geographic ratio of foster homes to need and shall describe actions which will be taken to recruit, train, license and retain qualified foster homes within **Circuit 9/Central Region** in sufficient detail to address ratio gaps, any needed expansion, and on-going operational needs. Fully explain primary objectives and action steps employed to achieve: recruitment; training; licensing and retention of foster families. Explain any challenges and proposed resolutions for service area proposed which must be addressed to be effective in meeting the need for qualified foster homes. Define vendor responsibility in responding to the needs of foster families. Specifically address Life Skills training for foster children, support services to children and foster parents, and communication between lead agency staff, licensing staff, case management staff and foster parents. Explain relationship needs as they pertain to the Foster Parent Association for respective community(ies)/county(ies) served and vendor's experience in meeting those needs or plans to meet them. Provide plan for resolution of foster family grievances. Explain vendor philosophy towards partnership with foster care families.

RATING		NOTES
The vendor clearly describes a sound plan to engage current and future foster families. The approach is based on partnership with foster parents and recognizes the unique needs of the parents, the community, and the Foster Parent Association. Action steps define and differentiate the actions taken to recruit, train, license and retain foster families. Vendor's reply reflects an understanding of the challenges and needs of foster parent recruitment and retention and addresses geographic ratio of foster homes to need.	3 Points	
The vendor fully describes their plans for recruiting, training, licensing and retaining foster parents and includes needs specific to the community.	2 Points	
The vendor describes their approach to foster family related services and includes a full and adequate description of at least two of the following; recruitment, training, licensing, retention.	1 Point	
Recruitment, training, retention and licensing are not described.	0 Points	
SCORE: _____		

Appendix IV

5.3.i. Provide a detailed explanation of how the vendor will carry out quality assurance in the protection of client data and in the computer data entry process. Explain how the vendor will ensure accurate and timely entry of data into the state's HomeSafenet and ICWSIS systems. Describe approach to protecting and maintaining confidentiality of sensitive client information relative to paper and computer-based file system (mainframes, servers and laptops), and digital cameras, which reflect the volume and complexity of data to be maintained in community-based care applications from multiple service and off-site locations. Include detailed training plan for personnel handling sensitive data.

RATING		NOTES
Vendor describes sophisticated approach to data protection and addresses strict procedures to train staff on the sensitive and critical nature of data handled. Vendor demonstrates capability to implement data protection system. Vendor describes methods to ensure accurate and timely entry of data.	3 Points	
Vendor describes sound approach to addressing data protection needs including at least two of the following: training plan, quality assurance oversight of staff, past experience with complex and sensitive data management programs. Limited description of methods to ensure accurate and timely entry of data.	2 Points	
Has limited description of data protection methodology, or lacks description of methods to ensure accurate and timely data entry.	1 Point	
No description of approach to data protection or training plan is provided. No methods to ensure accurate and timely data entry.	0 Points	
SCORE: _____		

Appendix IV

5.3.j. Describe the vendor's current financial management and accounting systems and capability to generate financial reports on utilization, cost, claims, billing and collections for the Department and other stakeholders. Highlight areas that will need to be enhanced prior to implementation, if any. Sample reports should be attached to demonstrate financial reporting capability. In the case of a newly created entity, the vendor should describe the founding collaborative partners' system and provide the same supporting documentation.

RATING		NOTES
The vendor describes an effective electronic financial management system, and provides sample reports on utilization, costs, claims, billing, and collections.	3 Points	
The vendor describes an electronic financial management system and provides limited reports.	2 Points	
The vendor has limited current capacity for financial management.	1 Point	
The vendor has no current financial management system.	0 Points	
SCORE: _____		

Appendix IV

5.3.k. To demonstrate financial stability, the vendor shall submit copies of their financial and compliance audit reports and/or certified financial statements for the two most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports and management letters. 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. Reports or statements included must be in sufficient detail to assign points for merit of reply as described in Appendix IV, Section B, Evaluation Criteria Summary.

RATING *		NOTES
Obtained a score of 7-9 on factors listed on next page.	3 Points	
Obtained a score of 4-6 on factors listed on next page.	2 Points	
Obtained a score of 2-3 on factors listed on next page.	1 Point	
Obtained a score of one or below on factors listed on next page, or did not submit the required financial reports.	0 Points	
SCORE: _____		

* The factors used for determining score assigned to Section 5.3.k, Financial Stability, can be found on the next page.

Appendix IV

FACTORS USED FOR DETERMINING SCORE ASSIGNED TO SECTION 5.3.k., FINANCIAL STABILITY

a. A Current Ratio

(Total Current Assets divided by Total Current Liabilities for the most recent year)

Greater than 1.75	3 points
Greater than 1.25 but less than 1.75	2 points
Greater than 1.00 but less than 1.25	1 point
Less than or equal to 1.00	0 points

Governmental Entity 2.5 points

b. Months of Working Capital

(Total Current Assets Less Total Current Liabilities for the most recent year divided by *one twelfth* of the total expenses for the year as of the date of the financial statement.)

Greater than 1.75	3 points
Greater than 1.25 but less than 1.75	2 points
Greater than 0.80 but less than 1.25	1 point
Less than or equal to 0.80	0 points

Governmental Entity 2.5 points

c. Independent Auditor's Report, Financial Statement Opinion

Financial Statements "present fairly..."	3 points
Financial Statements "present fairly...except (minor)"	2 points
Financial Statements "present fairly...except (major)"	1 point
Unaudited Financial Statements presented	1 point
Financial Statements "do not present fairly..."	0 points

Governmental Entity 2.5 points

Procedure for determining a score for financial stability where two or more agencies have come together to create a new entity.

1. 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.
2. 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.
3. The averaged score derived from item 2 above, is the final score that is to be recorded in section 5.3.k. .

Appendix IV

5.3.1. The vendor should provide evidence of the ability to secure diverse financial resources apart from Community-Based Care contracted dollars, e.g., charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services. The vendor must describe current funding sources and fund development results for the last three years. The vendor must also describe how they will provide resources at no cost to the Department for transition of services (if applicable). A newly created entity shall fully describe how it would build or secure diverse financial resources. The vendor must describe fund development results for each of the founding collaborative partners for the last three years. A plan is provided for meeting PSSF match requirements.

RATING		NOTES
Vendor provides evidence of the ability to secure a diversified and significant base of support, as shown by their approach to fund development for the last three years. A sound plan for meeting match requirements is provided.	3 Points	
Vendor also clearly demonstrates how they will fund, at their expense, transitional activities, if applicable.		
Vendor provides evidence of some diversification in the funding base and has the ability to secure diverse financial resources for transitional activities and ongoing supplemental funding. A plan for meeting match requirements is provided.	2 Points	
Vendor provides evidence of limited diversification in the funding base and has limited ability to secure diverse financial resources. Plan for meeting PSSF match is vague or missing.	1 Point	
Vendor has no evidence of diversification in the funding base or ability to secure diverse financial resources and there is no plan for meeting PSSF match requirements.	0 Points	
SCORE: _____		

Appendix IV

5.3.m. The vendor will describe the methods used for service delivery to include prevention and diversion services while safely reducing out-of-home care caseloads and improving in-home service delivery. The vendor will describe managerial and supervisory strategies, methods and tools (including tracking and follow-up) to ensure timely progression of case planning, judicial review, and steps toward permanency. The vendor will describe strategies to be deployed that will maintain caseloads at the Child Welfare League of America (CWLA) recommended level or preferably, lower. The vendor should provide a description of quality assurance processes, including family engagement and family centered practices, timely reunification, adoption, and independent living, to promote continuous improvement in caseload management.		
RATING		NOTES
The vendor describes a full range of methods to be used to reduce caseload growth. These methods include programs of prevention and diversion. The vendor provides a robust description of managerial and supervisory strategies, methods and tools to ensure timely progression of case planning, judicial review, and steps towards permanency. The vendor describes strategies that will maintain caseloads at CWLA recommended level or lower. Quality assurance processes are systematic and designated to promote improvement in caseload reduction.	3 Points	
The vendor describes a full range of methods to be used to reduce caseload growth. These methods include programs of prevention and diversion. The vendor provides a description of managerial and supervisory strategies, methods and tools to ensure timely progression of case planning, judicial review and steps toward permanency. Quality Assurance methods are limited or not systematic in nature.	2 Points	
The vendor describes methods to reduce caseload growth that are limited in nature. Timely progression of case planning, judicial review and permanency are not fully developed. Quality assurance is not addressed.	1 Points	
The approach to caseload reduction is not described.	0 Points	
SCORE: _____		

Appendix IV

5.3.n. The vendor shall describe the approach to meeting performance targets specified in **Section 3.23**. The vendor will describe methods by which subcontractor agencies will be held accountable for performance targets, including incentives and penalties if applicable. Describe methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, applicable performance targets. Provide a description of the process of systematic review and improvement of performance.

RATING		NOTES
The vendor describes a system-wide approach to meeting performance targets specified in Section 3.23 . Methods by which subcontractor agencies will be accountable are described. The reply includes methods by which staff at all levels, including subcontractor agencies, are informed of, and encouraged to achieve, applicable performance targets. Processes for systematic review and improvement of performance are included.	3 Points	
The vendor describes an approach to meeting performance targets. The reply describes the methods by which staff are informed of and encouraged to achieve applicable performance targets. Methods of accountability for subcontractors in achieving performance targets are described. Review is not systematic and/or linkages to performance improvement are limited.	2 Points	
The vendor describes an approach to meeting performance targets, but does not address subcontractor accountability. Review is not systematic and/or linkages to performance improvement are vague.	1 Point	
The vendor does not provide a description of methods to achieve performance targets.	0 Points	
SCORE: _____		

Appendix V

Notice of Intent to Submit a Reply

TO BECOME THE LEAD AGENCY FOR COMMUNITY-BASED CARE IN C9/CENTRAL REGION

ITN-#C9CBCITN2011

Vendor Name: _____

Authorized Signature: _____

Title: _____

Date: _____

Wishes to inform the Department of Children and Families of its intent to respond to the ITN for **Circuit 9/Central Region**.

Appendix VI

EXAMPLE

Quality Assurance Provider and Circuit Readiness Technical Assistance Tool

Purpose

The CBC Readiness Assessment, conducted as required and under the authority of section 409.1671, F.S., is a quality assurance and evaluation process designed to view a local community-based care Lead Agency's status in programmatic, financial, technical assistance, training, and organizational competence. The criteria described below must include documented outcomes that are available for review and serve as evidence to support the statement that each area notes. Budgets, operating procedures, and detailed written plans, etc. will be on file cross-referenced to each readiness section. Evidence of collaborative activities are evidenced by meeting schedules and minutes, newsletters, correspondence, etc., in which the activities and the participants are evident.

Name of CBC Organization: _____

Name of Circuit/Region and County (ies): _____

Circuit Administrator Signature: _____

Lead Agency CEO Signature: _____

Date: _____

1. Organizational Purpose and Relationship to the Community

The provider has a clear organizational mission statement that is consistent with the intent of Community-Based Care. The circuit understands and supports the vision and mission of the CBC initiative. The circuit has maintained consistent involvement with community alliances, the media, judiciary, schools, health department and other stakeholders throughout the transition process, and has articulated its vision of the department's role with the community following transition.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
A written mission statement consistent with the intent of community-driven partnerships on behalf of the delivery of a comprehensive child welfare service system designed to improve outcomes of the children served.			The circuit has a standing representative to its community alliance who participates regularly. Documentation should demonstrate communication with the alliance(s) throughout the process including prior to release of ITN.		
The provider has a written narrative that describes in detail how the mission statement and core values are/will be incorporated throughout their system of care design and provider network.			Presentations and/or disseminated information, in coordination with the provider, addresses current status and planning. Meetings, correspondence, public hearings, or other such communication is evident with major stakeholder groups.		
DCF approval of mission statement is documented.			The circuit provides written approval of the mission statement, core values, and method to integrate into the system of care and provider network.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

2. Consumer and community involvement and collaboration must be evident. Both the provider and the department have established communication and planning mechanisms to ensure dissemination of information to the community and collection of input. These mechanisms reflect partnership as an ongoing process during and after transition. The provider

Appendix VI

has established a community stakeholder planning and program implementation group or forum that will assist the provider in meeting the goals of the community. The provider has submitted a written plan which outlines the stakeholder group's relationship to the provider, and how it will assist the provider in identifying and addressing the needs of the community, as well as describe how the provider will integrate stakeholder input into their system of care and transition plans. The plan at a minimum includes best practices such as community forums, advisory groups, and community alliance(s) participation as described within the criteria below. Tools to gather input and report incorporation of stakeholder input in all plans are developed and used to document active adherence to the plan. Written Action Plans involving revision of system of care plans, transition implementation activities, community planning and integration, or other identified needs or priorities are developed and updated regularly to document status and progress on each issue.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has worked with the circuit and community alliance(s) to plan start-up and transition activities which reflect partnership through joint planning meetings, collaborative communication, mutual support, and shared vision. A Joint workgroup is established that meets regularly to address community integration and collaboration issues and establish an action plan. Stakeholders are invited to participate on this workgroup.			The circuit worked with the provider and community alliance(s) to plan start-up and transition activities which reflect partnership through joint planning, collaborative communication, mutual support, and shared vision. Joint workgroup is established and meets regularly to address community integration and collaboration issues and establish an action plan.		
A written plan is submitted to the department by a mutually agreed upon date. The plan details mechanisms, action steps, and schedules for all elements of community communication, planning, and integration, and identifies all stakeholder groups with whom the provider will regularly interact.			The circuit has established mechanisms for communicating issues relating to the transition to CBC to foster parents, families receiving services, community alliances, existing providers/ contractors, and other established stakeholder groups in the circuit.		
Evident within the Plan are, minimally, descriptions of stakeholder relationships, and includes providers, community alliances, foster parents, and families receiving services. A detailed description of mechanisms for soliciting feedback and input is included in the plan. Meetings, correspondence, surveys, public hearings, or other such communication is evident with major stakeholder groups. Evidence of including stakeholder input on an on-going basis is evident and documented in e-mails, meeting minutes, correspondence, etc.			The circuit must determine that an effective mechanism for soliciting feedback and input is included in the provider's plan. Meetings, correspondence, surveys, public hearings, or other such communication are minimal standards for best practice and are evident within the plan. The circuit provides on-going review during start-up activities to ensure implementation of this Plan and related mechanisms. The circuit ensures feedback from stakeholders are addressed in the provider's plans and communicated back to stakeholders.		
A community stakeholder planning and advisory group or forum is established as part of the plan. The group meets regularly with circuit and Lead Agency staff to jointly plan community participation and provide input into the planned system of care. Tools are developed and minimally include surveys, interviews, and a listing that			The department provided timely input when reviewing plans and activities, and collaboration between the provider and circuit is evident within the plan and implementation documentation. The circuit participates fully in the stakeholder forums/advisory group and as documented through minutes, agenda, meeting notices, etc.		

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cross-references input and action steps relating to issues raised by community stakeholders. Minutes of these meetings demonstrate active participation and response to input by the lead agency.				
Local criteria reflective of the community-based care design, and the community alliance(s) priorities are identified as follows: (list)			The circuit has worked closely with the lead agency and stakeholders to ensure local priorities are addressed in the system of care design and other related elements of the transition and implementation plans.	

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

Consumer access to services of the organization must be clearly described in materials that are available to the consumer. The circuit must work closely with the provider and provide ongoing technical assistance and input.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider must have materials that are appropriate for the consumer, that describe how services will be rendered, hours of operation, how the consumer can access assistance for various services, emergency services, and grievance procedures. Telephone numbers and emergency contact information is included.			The circuit worked with the provider to plan start-up and transition activities which reflect partnership through joint planning, collaborative communication, mutual support, and shared vision.		
The materials, and a plan for ensuring distribution to consumers, must be approved by the department at least 30 days prior to a service contract or the Peer Review Team Final Site Visit whichever comes first.			The circuit has established timeframes for the review process to ensure timely feedback consistent with the readiness review and transition schedule.		
Consumer materials must have multiple means of distribution, including mailings, hand-outs at home visits, and web sites, etc. and be offered in languages appropriate to meet the particular community's need. All stakeholder groups should be provided with copies of access information that they can distribute if necessary.			The circuit has provided approval of materials and plans at least 30 days prior to effective date of service contract or the Peer Review Team Final Site Visit whichever comes first.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

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4. Responsiveness to individual and cultural differences must be included in the provider's operational plan. The circuit has worked closely with the provider and provided ongoing technical assistance and input.

Lead Agency Evidence	Y	N	Circuit//Region Evidence	Y	N
The provider will have a written plan to address the cultural diversity of the population. The Plan will minimally address: Cultural Diversity and community demographics research Objectives, strategies and tactics addressing employees, clients, and community stakeholders Implementation Activities pre and post service implementation Employee recruitment Equal Opportunity Policy Cultural Diversity objectives are incorporated into the provider's Quality Assurance Plans and Reviews. Procedures and evaluation strategies are outlined in this plan. Staff training strategies and schedules.			The circuit has assigned liaison(s) to the provider's designated staff or workgroups to assist in developing the plan. The circuit's EEO Coordinator must be involved with the workgroup.		
This plan must be approved by the department at least 30 days prior to a service contract.			The circuit has established timeframes for the review process to ensure timely feedback consistent with the readiness review and transition schedule.		
A process for integrating the cultural competence plan into the overall organization and provider network is in place.			The circuit has provided approval of the plan prior to the effective date of service contract.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

5. The provider and circuit must have staff assigned to stay current with state and federal requirements and to work with the state on policy initiatives. The circuit and provider work closely on implementation of policy initiatives and provide joint feedback as needed.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider will have a written plan to ensure current and new state and federal requirements and policy initiatives are integrated into its operational procedures.			The circuit has a written plan to ensure current and new state and federal requirements and policy initiatives are integrated into its operational procedures.		
The plan shall include a single point of contact for communication with department staff.			The provider's staff are copied on programmatic/ policy communications from central office and are actively encouraged to provide input and feedback.		
The plan must be approved by the department at least 30 days prior to the effective date of the services contract.			The provider's staff are made aware of planning meetings, conference calls, etc., and are encouraged to participate.		

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			There is evidence that circuit operations staff work closely with the provider on implementation issues relating to new or revised statutory and policy issues.		
			The provider is given notice of all circuit training related to program and policy and are encouraged to attend.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. Continuous Quality Improvement

1. The provider must have a written plan to describe the quality assurance and improvement program. The circuit must have a written plan to describe its community-based care quality assurance program.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has a written QA/QI Plan that meets the departments standards as described in the 3-tier CQI model.			The circuit has a written plan for QA that meets nationally recognized accreditation standards.		
The provider's plan ensures that all subcontracted providers performing activities under this contract have a QA/QI plan.			The QA Plan includes a description of the methodology and process to be used for the review(s).		
The provider's plan includes procedures for monitoring all subcontracted providers performing activities under this contract.			The QA Plan includes anticipated annual schedule of activities.		
The provider has identified a lead programmatic and quality assurance staff person to coordinate with the circuit through the start-up and transition process.			The QA Plan includes copies of all tools to be used for the reviews and current state laws.		
The providers' written plan for its quality assurance program includes an organizational chart in which structure and staff composition is depicted. A narrative description of the process is included.			The QA plan includes a process to ensure that the circuit's/region's QA procedures including coordination with local and state entities who provide compliance or quality assurance monitoring and eliminate, wherever possible, duplication.		
The provider's written plan for its quality assurance program includes mechanisms to manage and assess, from a QA/QI perspective, client relations activities and complaints.			The QA plan includes revenue maximization in its QA process.		
The provider's written plan includes reference to outcome measures per contract, and includes provision to monitor and comply with the Local Performance Improvement Plan (LPIP).			The plan differentiates between transition quality assurance activities and QA post-transition and includes procedures for both.		
The provider's LPIP conforms with all relevant sections of the State's Family Services Reviews and is consistent with the State's Performance Improvement Plan.			The department has identified a lead programmatic and quality assurance staff person to coordinate with the provider through the start-up and transition process.		

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		The department's written plan for quality assurance includes an organizational chart in which structure and staff composition is depicted. A narrative description of the process is included.		
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

2. The provider must have in place mechanisms for tracking and authorizing service utilization. The circuit has developed a written plan that includes tasks, major milestones, and timelines for proactive technical assistance and support for the provider in this area during start-up planning activities, through transition, and after full transfer of operations.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider must have completed the following: An analysis of the expected volume of children and families to be served, The anticipated service utilization patterns, The necessary resources that must be in place and the associated cost of the anticipated service provision, Plans to track critical components of service utilization, to approve services in a timely manner, and to continually analyze the pattern of care against available funds, The analysis must be completed at least 60 days prior to a service contract. The utilization plan must be approved by the department at least 30 days prior to a service contract.			- The circuit will have a written plan to address ongoing technical assistance. At a minimum, the plan must include: - Routine training opportunities and mechanisms to ensure provider notice and participation as needed, - Contacts and mechanisms to ensure prompt response to provider requests for technical assistance including programmatic, information systems, invoice, funding eligibility and revenue maximization, and contracting - A lead technical assistance person to coordinate support and assistance throughout the process		
			The circuit has approved the provider's utilization plan.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. The circuit must have a written plan that describes how it will perform Contract performance and Compliance monitoring of the Lead Agency services contract once implementation occurs. The plan will address scope, frequency, reporting, and corrective action procedures, and will accommodate variable monitoring needs based on duration, findings, and on-going performance of the provider.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider is aware of the circuit's Contract Performance Monitoring plans and has actively provided input regarding issues on non-duplication and logistics.			- The circuit will have a written plan to address ongoing contract compliance. - Coordination with the circuit's programmatic quality assurance staff and other programs staff (ADM, ESS, DD, etc.) to ensure coordination, collaboration, and non-duplication of effort.		

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			The proposed schedule of contract performance monitoring for the term of the contract (multi-year) including proposed monitoring dates, issuance of reports, corrective action due dates.		
			Minimally the scope of the review will include all elements required by statute and contract		
			- The circuit must develop and attach to the plan a standardized written format for monitoring activities specific to each planned monitoring event that outlines: - Provider locations - All contracts between the provider and DCF with details - Background and overview of performance issues - Dates of Monitoring - Identification of the monitoring Team and Team Leads - Documentation of monitoring preparation activities including pre-planning meetings internal and with other programs - The scope of the review - A listing of all Tools to be used by the Team - Distribution of duties - Sampling Methodology		
			The circuit has documented evidence that it has sought technical assistance from DCF HQ and/or other circuits in the development of these plans and tools.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. Organizational Stability

1. The provider must demonstrate it is a legal entity that can do business in Florida. It has secured all relevant licenses (child placement) required to meet state and federal mandates.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider must have the following at least 30 days prior to a service contract: A letter from the Florida State Department, Division of Corporations certifying the provider's not for profit Articles of Incorporation. Documentation from the IRS certifying the applicant's tax-exempt status under section 501(c)(3) of the Internal Revenue Service			Ensured licensing staff provide technical assistance to the provider regarding licensing requirements.		

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code. A current Child Placing Agency license at least 30 days prior to a service contract. No uncorrected, non-compliance issues on previous department monitoring reports, if applicable.					
			Provide timely review of materials submitted for licensing or re-licensing purposes and ensure timely feedback.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

2. The provider's organizational structure and relationship to the governing body must be clear.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
- There must be a table of organization that is clear and shows the following: - Reporting responsibilities of all staff, - Functional responsibilities of all key staff, - The relationship to the main corporate office, if any, - The governance of the local entity and the corporate office, if applicable, - Clear description of how the local management will make decisions and what roles, if any, remain with the corporate office, if applicable, - Clear description of community, provider, and/or other stakeholder advisory groups that relate to the governing body, and their role and functions, and/or inclusion of community stakeholders on the governing body, - Clear description of the community-based nature of the organization to include community participation and feedback mechanisms. - Evidence that the Lead Agency Board composition meets requirements of section 409-1671, F.S.			The circuit will provide timely review of the provider's documentation in this area and provide timely feedback.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. Staff and Board members must certify that they are free of conflicts of interest.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider shall submit documentation for each executive staff and board member certifying that the individual is free from conflicts of interest. Documentation provided to the department within 10 days of hiring key staff or adding board members.			The circuit will provide timely review and feedback to the provider.		

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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

4. The provider must have adequate financial basis for operation and have reserves for cash flow needs. The circuit must work with the provider in support of this effort.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
Prior to execution of any service contract, the provider must provide a Letter of Assurance from the Board of Directors assuring the provider's ability to secure any required performance, liability and fidelity bonds prior to the services contract.			The circuit has identified a lead administration staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance as needed and requested.		
60 days prior to the effective date of the services contract, the provider must have completed a cash flow analysis and be able to show the anticipated cost of operation for the first year by month. The analysis shall demonstrate continuous access to at least 60 days of operating resources and may include scheduled contract payments.			- The circuit has established a plan that assures technical assistance is offered for insurance and related fiscal issues. - The circuit has provided a review of the provider's cash flow analysis within 30 days of anticipated service contract		
30 days prior to the effective date of the services contract, the provider must have documentation of fidelity bonds, liability insurance and/or performance bonds that will be effective upon the effective date of a services contract. This documentation must be from the source(s) who will be providing the required coverage.			The circuit has sought technical assistance from central office and/or other circuits/regions and provided training to staff as may be necessary.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

5. The provider has a network management plan in place that addresses the following:

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
Standards by which the provider will select members of the provider network.			The circuit will provide timely review of the provider's documentation in this area and provide timely feedback.		
Anticipated subcontracts to be completed for necessary services.					
Payment mechanisms established that are clear and address risk issues.					
Service authorization system, if applicable.					
Credentialing of subcontractors staff.					
Caseload standards, and other performance requirements.					
Review of required licenses, facility standards, etc.					

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Written agreements with other service agencies that the provider does not directly contract (these at a minimum must include substance abuse providers, mental health providers, domestic violence, and medical care providers).					
Provider network complaint and grievance procedures.					
- Policies and procedures for monitoring of network providers, including, but not limited to: a) frequency and types of monitoring activities b) examples of monitoring tools					

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

6. The organizational structure includes, at a minimum, sufficient qualified management staff for fiscal operation, MIS management, quality assurance/quality improvement, program management, and human resources. The circuit has established collaborative planning teams with clearly established tasks, responsibilities, and desired outcomes:

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has established standing workgroup in coordination with the department.			The circuit participates in standing workgroups in coordination with the provider.		
The provider has hired sufficient qualified management staff in the following areas: Fiscal operations MIS management Quality assurance/ quality improvement Program management Human Resources			The circuit will provide timely review of the provider's documentation in this area and provide timely feedback.		
The provider has developed operational procedures in the following areas: fiscal operations, MIS management, QA/QI, program management, and human resources.			- A department point-person with accountability to administration is identified for each area of operations. Minimally, there are regular meetings that cover: -Information Systems -Property/Equipment/Building Space/ Vehicles -Human Resources -Service operations to include service integration, services coordination, etc. -Subcontracting, licensing (foster homes) and vendor issues.		
			The circuit has approved the provider's operational procedures.		

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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

7. The circuit and the provider have established an Initial Case Transfer collaborative planning team with clearly established tasks and responsibilities to address:

- Physical file inventory and transfer procedures
- Data transfer (establishing CBC units in FSNF, transfer/assignment process, etc.)
- Notification to relevant parties of transfer activities, contacts, etc.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has assigned lead staff to the planning team.			The circuit has assigned lead staff to the planning team.		
- A written plan, developed in collaboration with the department, is developed at least 30 days prior to initial case transfer. The plan will be detailed and include tasks, milestones, and specific timeframes for implementation and <u>must</u> minimally include: - A comprehensive tool for each case to document case file information including child/family demographics, location, service providers, legal status, other stakeholder information (schools, GAL, etc.), case file documents inventory, missing or incomplete documents, pending case actions and due dates, medical, dental and psychological needs, school information, identified unmet needs. - HSN case printout and verification of HSN data as compared to the case file. A plan and timetable to reconcile any differences for each case. - A case transfer matrix that identifies current worker and unit, worker and unit to be assigned, date for re-assignment, and person(s) responsible for reassignment on HSN and physical file transfer. - A detailed plan to ensure all case are accounted for at each transfer stage and correctly labeled and secured at the provider's location.			- A written plan, developed in collaboration with the provider is developed at least 30 days prior to initial case transfer. The plan will be detailed and include tasks, milestones, and specific timeframes for implementation as described herein. - The circuit must review and approve this plan and ensure minimum required elements and actions as described herein are included in the plan. - The circuit coordinates and provides direction to existing staff to ensure their understanding of the transfer process and their cooperation in ensuring timely complete reviews and notifications.		
A detailed plan for notification of all related parties of case transfer details. This minimally includes: the child(ren), parents, foster parents, schools, CPI (if applicable), GAL (if applicable), current providers (therapists, doctors, in-home service providers, etc.). The plan must include					

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examples of written notification letters that include counselor information, phone and building locations, as well as emergency contact/after hours contact for each child. Specific dates that notification will occur must be identified, but must be no less than 1 week prior to the anticipated case transfer date. Children should be notified in person by their existing case manager prior to transfer.					
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

9. Management of Human Resources

1. A written plan for communicating the provider's and the circuit's ongoing activities and progress towards the implementation of Community-Based Care with department staff.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
• A collaborative plan that includes, at a minimum: • Opportunities for all levels of department staff to meet w/CBC administrators, • Anticipated timeline for key human resource decisions to be made (e.g., interview and hiring schedule, staff qualifications, salary schedules and benefits, etc.) and, • Provider participation in communication with department staff • A method to support all levels of department staff in seeking answers to questions posed regarding future employment. • Plans for orderly staff transfer, position deletions, notice to affected employees, etc. that address joint hiring procedures and transfer of existing department staff to the provider. • Plans to assist the provider in coordination of required pre-service staff training. • Anticipated schedule for key system of care decisions to be made (e.g., service phase in methodology and schedule provider network members, system of care model, etc.). • Joint hiring of new staff.			• A collaborative plan that includes, at a minimum: • Early supportive communication to staff. • Opportunities for all levels of department staff to ask question and receive reliable responses. • Plans for orderly staff transfers, position deletions, notice to affected employees, etc. Plans that address joint hiring procedures and transfer of existing department staff to the provider. • Plans to assist the provider in coordination of required pre-service staff training. • Joint hiring of new staff.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

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2. A collaborative written human resources planning, organization, and deployment plan must be completed.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
- A department approved human resource plan shall be completed 60 days prior to the effective date of a services contract. The plan must take into account: - The anticipated number of case management staff to serve children in out-of-home care, protective supervision, adoption and any other voluntary services that may be provided, including ICPC services. - A schedule for the hiring of all staff which takes into account the number of staff needed, types of positions necessary, and the timeframes for completing training, - A plan that delineates supervisory responsibilities, - Specific timelines for all staff necessary to render services in a program or service center to be hired prior to operation.			- The circuit has identified a lead human resources staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding child welfare staff requirements such as mandatory training and screening criteria. - The circuit has developed creative mechanisms that assist exiting department staff to transition to the provider.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. The provider must have personnel policies and procedures in place. The circuit must ensure that policies and procedures meet state and federal requirements for child welfare staff.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
Position descriptions are developed prior to hiring.			The circuit has identified a lead human resource staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding child welfare staff requirements such as mandatory training and screening criteria.		
Department approved personnel policies and procedures are clearly written and available to staff. The policies and procedures address all necessary background checks.			The circuit completed timely reviews and feedback on policies and procedures.		
The policies and procedures are written prior to the effective date of a services contract and followed during the initial hiring phase.					

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

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4. The provider must have a personnel records system in place.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
A department approved personnel records management plan is available and records are in compliance with the provider's stated policy and procedures, including the 6-year record retention requirement. The system should be in place at least 30 days prior to the effective date of the services contract.			The circuit has identified a lead human resources staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding the records management plan.		
			The circuit completed timely reviews and feedback on policies and procedures.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

5. Employee Grievance Procedures must be established.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has an employee grievance procedure written and available for staff to review. The procedures should minimally include: Specific procedures for filing a grievance; forms, contacts. Timeframes for grievance resolution Additional steps if unresolved Contact names, numbers, forms for specific grievances requiring special procedures such as sexual harassment, ADA violations, etc.			The circuit has identified a lead human resources staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding staff grievance procedures if needed.		
Provider has a plan to assure staff are trained on the procedures.			The circuit provided timely reviews and feedback on policies and procedures.		
The procedures have been approved by the department prior to the effective date of the services contract.					

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

6. Consumer Grievance Procedures must be established.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The consumer grievance procedures are written and accessible for consumers to review. The provider has a plan to inform consumers on how to use the procedures.			The circuit has identified a lead client relations staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding the client relations activities.		

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The procedures have been approved by the department at least 30 days prior to the effective date of the services contract.			The circuit provided timely reviews and feedback on policies and procedures.		
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

7. An orientation program must be in place for all new staff. The plan must include details on providing orientation to all new employees within 30 days of assuming their duties.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has a written orientation plan approved by the department at least 30 days prior to the effective date of the services contract.			The circuit provided timely reviews and feedback on the provider's orientation plan.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

8. The provider must have a detailed staff training and development plan. The plan must address how the provider will arrange for mandatory departmental training and integrate their own training to ensure effective implementation of the provider's service delivery model.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider must have a training plan that addresses the state mandatory training and the provider's specific training components.			The circuit has identified a lead human resources staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding staff grievance procedures if needed.		
The provider's training plan assures that staff receive mandatory training prior to assuming duties.			The circuit has facilitated communication and coordination with the state training entity to ensure availability of training for all staff.		
The training plan must be approved by the department at least 30 days prior to the effective date of the services contract.			The circuit will provide timely review of the provider's documentation in this area and provide timely feedback.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

E. Quality of the Service Environment

1. The provider must have a system that will ensure that all subcontractors and foster homes are appropriately licensed.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has completed file reviews and on-site visits as needed, of all foster homes serving children in their catchment area.			The circuit has coordinated with the provider on foster home file reviews and made available all records as requested.		

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The provider has established department approved policies and procedures for ongoing quality review of the foster homes and a method to ensure that licenses are current. These activities shall be completed prior to the effective date of the services contract.			The circuit has communicated with foster parents and foster parent associations to ensure understanding of the review process and purpose.		
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

2. The provider must have a system in place to evaluate the capacity of the subcontractors and foster homes. The circuit has a plan to ensure the provider has comprehensive information about the provider community.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has completed a utilization analysis to determine the number of foster beds, emergency shelter beds, and group homes required; and has a plan to guard against overcrowding.			The circuit has assigned a lead program, contracts, and/or licensing staff person to coordinate with the provider to ensure timely and complete information regarding foster home and facility capacity and other contracted services.		
The provider's utilization plan includes a review of any needed waivers and a plan to reduce the number of waivers required.			The circuit includes the provider in negotiation or re-negotiation of service and residential group care contracts as may be appropriate.		
The provider's placement system considers, at a minimum, the following decision factors: cultural/ ethnic characteristics, behavioral and physical health needs, educational needs, and sibling groups.			The circuit provides technical assistance regarding state rules relevant to foster home capacity and waiver requirements.		
			The circuit has provided client demographic information to assist with their review.		
			The circuit makes available to the provider all monitoring and/or licensing reports along with resulting corrective action plans.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

F. Financial and Risk Management

1. The provider must have a cost allocation plan that aligns financing with the provider's service design. The state and circuit have a plan to ensure the provider's cost allocation plan meets all requirements.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has a cost allocation plan for the use of the state and federal dollars that has been approved by the department at least 30 days prior to the effective date of a services contract.			The state and circuit has provided technical assistance and training to the provider throughout the start-up process.		

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The provider has staff knowledgeable about how to conduct business and document care in order to earn their projected revenues. Staff responsible for maintaining the required documentation must have been trained prior to the effective date of the services contract.			The state has provided timely review and feedback to the provider.		
			The Circuit has assured sufficient training to budget, finance, and contract management staff in the areas of CBC fiscal management, budget amendments, cost allocation plan management, invoice review and processing to include quality control. Documentation of sufficient training and demonstrable skills must be completed prior to the effective date of the full services contract.		
			The Circuit has developed local operating procedures for fiscal, budget, and contract management staff relating to review and processing of CBC Invoices and contract budgets.		
			The Circuit has a written plan for consistent, monthly review of CBC invoices, expenditures, and cost allocation plan compliance. The Plan includes provisions for consistent supervisory and management oversight, to include checks and balances, within the Circuit.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

2. Financial Planning (Please see organizational stability section on cash flow analysis). The provider addresses risk management through use of the Lead Agency Risk Model software. The circuit has established a plan that assures technical expertise is developed for its fiscal, contract, and other relevant staff.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has completed the Lead Agency Risk Management Plan and Side-by-Side Spreadsheets to show the anticipated cost of the service delivery system that they plan to operate can be			The circuit has sought technical assistance from central office and/or other circuits/regions and provided training to staff as may be necessary.		

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provided within the agreed upon budget. This must have been completed 60 days prior to the effective date of the services contract.			- The circuit has completed the DCF portion of the Side-by-Side Spreadsheet to include all allocations for the transition year and projected first 12 month service year based on current budget. - The Side-by-Side Spreadsheets have been reviewed and approved by the department for accuracy when compared to current year AOB.		
- The provider has developed a long-term Business Plan approved by the department within 30 days of the effective date of the full service contract, or the Final Peer Review Visit which ever comes first. - The Plan provides written narrative addressing each of the areas listed below and provides assumptions and rationale for approaches used. The Plan ties all elements of Risk management, Finance and Resources, Network management, and administrative structure together. - Elements of the Plan: I. The Business – Written narrative A. Description of the Organization and Partners B. Services to be provided. Annual goals and objectives C. Community Communication Strategies and Plan D. Community Stakeholders E. Operating procedures F. Personnel G. Risk management H. Information Technologies I. Procurement II. Financial Data – Written Narrative A. Service Procurement - Scope and Methods B. Capital equipment and supply list C. Start-up Plan and Objectives D. Annual Projected Budget by Cost Center E. Pro-forma income/expense projections -Full-year summary -Detail by month, first year -Detail by quarters for second year F. Assumptions upon which projections were based G. Pro-forma cash flow – 12 months III. Supporting Documents			- The circuit has identified a lead finance and budget staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance as needed and requested. - The department has reviewed and approved the providers long-term Business Plan and ensured required elements are addressed.		

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Risk Management Plan Network Management Plan Communication Plan Working Agreements Fiscal and Personnel operating procedures Copy of proposed lease or purchase agreement for building space Copy of licenses, insurance, and other legal documents Copies of letters of intent insurance carriers, banks, etc., as needed.					
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. The provider's accounting system must be adequate to support the operation and management of the provider network, and must be sufficient to support payroll and subcontractor payments. The department has a plan to ensure effective implementation of its financial responsibilities. The circuit has established a viable budget plan that identifies funds for transition services and full CBC service initiation.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
- The provider has an accounting system in place that collects costs by cost centers and will allow the provider to make cost projections by fund source, evaluate costs by recipient and predict cost patterns. - The provider has documentation that supports the accounting systems compatibility with the funding nature and scope of the project. - The providers accounting system is operational prior to the effective date of a services contract and is able to produce an accurate and complete CBC Invoice. An accurate and complete sample Invoice is produced and approved by the Department prior to executing a full services contract.			- The Department has a budget management plan. At a minimum, the circuit plan must include: - Amounts by fund, category, and OCA - Actions necessary by the circuit and/or central office such as budget amendments, etc. - Expenditures, fixed costs, etc. - The circuit's/ region's budget plan includes identification of circuit resources necessary to accomplish transition including: - Leave payout expenses - Lease buyouts (if applicable) - Other one-time expenses - Retirement - Benefits - The circuit has established a plan that assures technical expertise is developed for its fiscal, contract, and other relevant staff regarding CBC budget, invoice processing, and related fiscal issues. - The circuit has sought technical assistance from central office and/or other circuits/regions and provided training to staff as may be necessary.		

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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

4. The provider must have fiscal policies and procedures that include: payment, invoices, delinquencies, reconciliation, audits, and other standard accounting procedures.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has the above procedures approved by the department and in place and functional at least 30 days prior to the effective date of a services contract.			The circuit has identified a lead fiscal staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding fiscal policies and procedures.		
			The circuit provided timely reviews and feedback on fiscal policies and procedures. The circuit has reviewed and approved in writing the provider's proposed accounting system.		
			The Department has issued written Certification that the Provider's accounting system is complete, operational, and meets minimal requirements per criteria prior to the effective date of a full services contract.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

5. The provider must have a risk management program in place. The risk management program should include basic risk management strategies as are required by insurers and a risk management component that addresses the unique factors required for managed care. The risk management system should be integrated with the quality assurance system and the utilization management program. The risk management program also must address payment methods to both the provider and to the subcontractors.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has submitted a risk management plan 60 days prior to the effective date of a services contract. The plan is to be operational within 90 days of the effective date of a services contract. If there are any indications that the provider has had liability problems in the past, failure to meet program expectations, or financial problems, the plan must demonstrate that the provider has addressed these risk management issues and can assure better performance.			The circuit has identified a lead staff person to coordinate with the provider through the start-up and transition process, and provide technical assistance regarding the risk management plan.		
Provider has included language in all subcontracts that address risk management issues assuring subcontractors understand their responsibilities.			The circuit provided timely reviews and feedback on fiscal policies and procedures.		

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			The circuit provided a timely review and feedback on the provider's risk management plan.		
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Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

G. Management Information Systems

1. The provider must develop a management information system plan that addresses the ICWSIS, ACARS, HomeSafenet and Adoption Exchange System requirements. The circuit has a written information system plan that addresses provider access to ICWSIS, HomeSafeNet and Adoption Exchange System as required.

b.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider has submitted a MIS deployment plan to the department for approval.			The circuit has a written plan that minimally includes: - Training of provider staff on the above systems as needed - IS connectivity with the department, lead agency, and with the network service providers; - Appropriate license transfers secured for all IS programs and systems; and, - HIPPA compliance.		
At a minimum, the plan will address how the following will be completed prior to the effective date of the services contract: - Training of provider staff on the above systems, - Inventory and assignment of department computer equipment to be transferred to the provider, - Necessary drop lines are in place, - Staff that can manage the provider IS network, including interface with externally delivered applications have been hired, - MIS connectivity with the department and with the network service providers is established, - Appropriate licenses have been secured for all MIS programs and systems, and, - HIPPA compliance.			- The circuit has a plan for identification and transfer of all appropriate computer systems and software to the provider as required and includes the following: - A complete inventory of relevant computer hardware and software is developed and updated as necessary, - A schedule for transfer is developed in coordination with the provider and includes work plan for physically transferring the equipment.		
			The circuit has identified a lead Information Systems staff person to coordinate with the provider through the start-up and transition process, and coordinate technical assistance and training as needed.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

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2. The provider will have a care management component of the IS that will enable them to track client's progress, determine patterns of care, ensure appropriate practices, evaluate costs and communicate vital client information to network providers. The circuit's IS plan will address this requirement.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider will have a care management IS component and operating procedures.			The circuit has identified a lead Information Systems and Family Safety program office staff person to coordinate with the provider through the start-up and transition process, and coordinate technical assistance and training as needed.		
The care management IS operating procedures developed is compatible with Family Safety policies and procedures regarding the creation, updating and maintenance of case/ client information in the HomeSafeNet system.					
The care management information system should be in place within 6 months of the effective date of a services contract.					

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

I. System of Care

1. The provider must have a comprehensive description of the system of care and the model for the provision of all required services. The circuit is supportive and is collaborating with the provider on the start-up, transition, and implementation plan.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The following components and principles should be addressed: Is strength-based, provides for individualized child and family services, and is culturally appropriate, Addresses assessments, case planning, case coordination and implementation, legal responsibilities and case closure. Addresses the provision of comprehensive Independent Living Services for all eligible children.			The circuit and provider have reviewed existing contracts and purchase agreements and have coordinated planning and renewal consistent with the CBC transition and new system of care.		
The provider must have a department approved plan that fully describes the planned system of care prior to the effective date of a services contract.			The circuit has worked with the provider in determining capacity needs relating to statewide rate contracts to ensure continuation at levels consistent with expected local need.		
			The circuit will provide technical assistance and timely review of the provider's plan.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

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2. The provider must have memorandums of agreement, joint operating procedures or working agreements and have determined the flow of cases and referrals with the groups listed below at least 30 days prior to the effective date of a services contract. The circuit has ensured, in conjunction with the provider, that training and information is provided to other department services staff regarding joint procedures and protocols to be implemented at transition. The circuit is collaboratively planning with the provider to ensure integration of related department services with community-based care.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
Referral or working agreements exist with: • Protective investigations, • Department of Health, including, but not limited to Child Protection Teams • Law Enforcement (where applicable) • Children's Legal Services (DCF and/or Office of the Attorney General) • Department of Juvenile Justice • DCF Information Systems • DCF Mental Health and Substance Abuse Program Offices • Florida Healthy Families • Local Public Schools			Training and information is provided and/or coordinated with the lead agency for: • Child protective investigations staff • Child welfare legal staff • Children's mental health • Substance abuse services • Domestic Violence • Economic services (child in care) staff		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

3. The provider must have policies and procedures in place that address compliance with state and federal laws and regulations. The circuit plan must include mechanism for technical reviews of the provider's policies and procedures.

Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
• The provider has developed a detailed plan for their system of care.			• The circuit has a lead Family Safety Program office staff person assigned to coordinate and ensure access to federal and state statutes, rules and operating procedures.		
• The provider has reviewed all department policies and procedures to determine which ones line up with their proposed practices and which ones need to be modified. Any modifications to existing department operating procedures have been approved by the department prior to implementation.			• The circuit provides timely reviews and feedback to the provider regarding any policies which conflict with federal or state law.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

4. The provider and the circuit must have a joint detailed plan for phasing in the provision of child protection services under the services contract. Both the provider and circuit have identified Lead staff who are responsible for implementation and monitoring of the phase in plan and related activities.

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Lead Agency Evidence	Y	N	Circuit/Region Evidence	Y	N
The provider and the circuit have developed a plan designed to avoid disruptions in care and addresses the following components: • Timeline and formal process for reviewing existing cases to determine the contents of the case files and any activities that must be completed as described in section C.7. above; • Timeline and methodology for assuming department caseload (includes transfer of existing cases and acceptance of new cases as in C.7. above); • Timeline and activities for taking over the contract and fiscal management of existing Family Safety contracts; • Timeline and process for notifying children and families and introducing them to their new workers, and; • Any changes in service deliver patterns.			The circuit and the provider have developed a plan designed to avoid disruptions in care and addresses the following components: • Timeline and formal process for reviewing existing cases to determine the contents of the case files and any activities that must be completed; • Timeline and methodology for assuming department caseload (includes transfer of existing cases and acceptance of new cases); • Timeline and activities for taking over the contract and fiscal management of existing Family Safety contracts; • Timeline and process for notifying children and families and introducing them to their new workers, and • Any changes in service delivery patterns.		
• The plan includes a mechanism for tracking all elements of function to include specific information regarding who is responsible for each element during transition and afterward.			• The plan includes a mechanism for tracking all elements of function to include specific information regarding who is responsible for each element during transition and afterward.		
• The written plan for the phasing in of child protective services has been completed 90 days prior to the effective date of a services contract. All of the above transition activities must have been completed prior to the provider assuming direct case management responsibilities.			• The written plan for the phasing in of child protective services has been completed 90 days prior to the effective date of a services contract. All of the above transition activities must have been completed prior to the provider assuming direct case management responsibilities.		

Completed: ☐ Yes ☐ No

OR

In Progress and on-track: ☐ Yes ☐ No

APPENDIX VII

Contract No. _____
CFDA No. _____

Client ☐ Non-Client ☐

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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".

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.057, Florida Statutes (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. 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 are permitted in this contract, 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. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law, Jurisdiction and Venue

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be as provided in PUR 1000. (see Section I.BB)

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

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

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

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. 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 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and 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.

D. Audits, Inspections, Investigations, Records and Retention

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.

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 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 by 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.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.

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

APPENDIX VII

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), 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.
6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment _____.
7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

E. Monitoring by the Department

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings, and request for development, by the provider, of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

1. The provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the provider, its agents, employees, partners, or subcontractors, provided, however, that the provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the department.
2. Further, the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the provider, or article manufactured or used by the provider, its officers, agents or subcontractors in the performance of this contract or delivered to the department for the use of the department, its employees, agents or contractors. The provider may, at its option and expense, procure for the department, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the provider is not reasonably able to modify or otherwise secure the department the right to continue using the product or article, the provider shall remove the product and refund the department the amounts paid in excess of a reasonable rental for past use. However, the department shall not be liable for any royalties. The provider has no liability when such claim is solely and exclusively due to the department's alteration of the product or article or the department's misuse or modification of the provider's products or the department's operation or use of vendor's products in a manner not contemplated by this contract. The provider shall provide prompt written notification to the department of any claim of copyright, patent or other infringement arising from the performance of this contract.
3. Further, the provider shall protect, defend, and indemnify, including attorneys' fees and costs, the department for any and all claims and litigation (including litigation initiated by the department) arising from or relating to provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section 1.1.E.
4. 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 their 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 law and without waiving the limits of sovereign immunity.

G. Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., 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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall not assign the responsibility for this contract to another party without prior written approval of the department, upon the department's sole determination that such assignment will not adversely affect the public interest; however, in no event may provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void. The provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld.
2. To the extent permitted by Florida Law, and in compliance with Section I.F. of this Standard Contract, the provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or 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. The provider, at its expense, will defend the department against such claims.

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3. 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 (.005) 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. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.
5. The provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

J. Return of Funds

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 pursuant to the terms and conditions of this contract. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged interest at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. 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 or circuit or region operating procedures.
2. 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.

L. Purchasing

1. 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.
2. 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, and 287.045, F.S.

M. Civil Rights Requirements

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

N. Independent Capacity of the Contractor

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 its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. 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.
5. 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.

APPENDIX VII

O. 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.

P. 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 affiliate or any officer or employee of the State, 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.

Q. Final Invoice

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

R. 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.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 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.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. 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.

U. Patents, Copyrights, and Royalties

1. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway 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.
2. 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 without exception that 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.
3. 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.

V. Construction or Renovation of Facilities Using State Funds

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

W. Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.

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3. All provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
4. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.
6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. 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.

Y. Provider Employment Opportunities

1. **Agency for Workforce Innovation and Workforce Florida:** The provider understands that the department, the Agency for Workforce Innovation, 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 Agency for Workforce Innovation and Workforce Florida.
2. **Transitioning Young Adults:** The provider understands the department's Operation Full Employment initiative to assist 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.

Z. Health Insurance Portability and Accountability Act

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

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of 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.
2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.
3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. PUR (Purchasing) 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

CC. Notification of Legal Action

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

DD. Whistleblower's Act Requirements

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

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EE. Proprietary or Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. 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 proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the provider shall include information correlating the nature of the claims to the particular protected information.
3. 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 confidential or trade secret in accordance with paragraph 2 above. Accompanying the submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The department is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

FF. Support to the Deaf or Hard-of-Hearing

The provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.
2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. 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 providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
5. 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 submit compliance reports monthly, not later than the 15th day of each month, to the department's Grant or Contract Manager. 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.
6. 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.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed _____ or the rate schedule, subject to the availability of funds. 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.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment 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, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

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C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

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

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on _____, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in _____, Florida, on _____.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Actions

1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.
2. 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. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. 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.
4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or 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.

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

1. The provider name, as shown on page I of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

ext: _____

e-mail: _____

3. The name, address, telephone number and e-mail address of the contract manager for the department for this contract is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

ext: _____

e-mail: _____

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

ext: _____

e-mail: _____

4. The name, address, telephone number and e-mail of the representative of the provider responsible for administration of the program under this contract is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

ext: _____

e-mail: _____

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. 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. 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.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

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: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): _____ Provider Fiscal Year Ending Date: _____

APPENDIX VIII

CBC ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

- 1) Cost Allocation Plan - A narrative description of the procedures that the Lead Agency shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the Lead Agency.

- 2) Department Website – The department’s website is linked at:

<http://www.dcf.state.fl.us/cbc/>

Specific documents that are incorporated by reference in this contract can be obtained on that website. These documents may not be modified unless both parties agree through formal amendment to this contract.

- 3) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 4) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 5) Lead Agency - The not for profit or governmental community-based care provider responsible for the provision of support and services for eligible children and families through the coordination, integration and management of a local system of supports and services for eligible children and their families.
- 6) Master Trust Fund - Either the department’s Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client, is not available to the client’s family or assistance group for the current needs of the client. Funds for the client’s needs will be disbursed by the department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).
- 7) Quality Assurance – A process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, reported and acted upon.
- 8) Quality Improvement – A systematic, continuous approach to achieving customer satisfaction and meeting organizational goals and standards through identifying performance gaps or opportunities; analyzing capabilities and processes, particularly through data; developing and implementing solutions to performance gaps; and checking results against expectations.

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- 9) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

b. Program or Service Specific Terms

- 1) Adoption website-adoptflorida.org- A statewide website for linking adoptive family resources with children needing adoptive families. The Florida Adoption Website serves the department, its community based partners, and all licensed adoption agencies in Florida.
- 2) Adoption Services- Services needed to move a child from temporary placement in a relative or foster home, to permanent, legally finalized adoption with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision of services needed to sustain the adoption prior to and following legal finalization of the adoption.
- 3) Children's Legal Services (CLS) is a statewide law firm within the Department of Children and Families. The attorneys are employed by the department and represent the State of Florida, acting through the department in its parens patriae role, in fulfilling the duties set forth in Chapter 39, Florida Statutes. Children's Legal Services duties in representing the State are to ensure the health, safety, and well being of children and the integrity of families when they come into contact with the department as a result of an allegation of abuse, abandonment or neglect. In some parts of the State, Children's Legal Services contracts with the Attorney General's Office or the State Attorney's office to fulfill the role of Children's Legal Services. For purposes of this definition, those contractors are part of Children's Legal Services.
- 4) Data Integrity-means accurate, complete and current client information as entered into the Florida Safe Families Network (FSFN).
- 5) Diversion Services- Community-based services targeted to children and families who come to the attention of the department through as call to the hotline and are accepted as either a Special Conditions referral, such as Parent Needs Assistance, or Child Protection Report. These children can safely remain in the home with or without judicial intervention with the provision of services and supports that will ensure child safety by seeking to alleviate family stressors and strengthen parental competencies and child-rearing abilities.. The diversion services are entered into the FSFN case management system for monitoring and tracking.
- 6) Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the state of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family that is entered either directly into the system or through department-approved remote data capture devices.
- 7) In-Home Services – The array of services provided to children and their families or caregivers while remaining in their own homes.

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- 8) Integrated Child Welfare Services Information System (ICWSIS) - This statewide system captures data and tracks placements, overcapacity foster homes, licensing activity, and provider payments. It creates data fields for upload to the Child Welfare Vouchering System, the system providing the federal funding audit trail.
- 9) Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.
- 10) Out-of-Home Services – The array of services provided to children and their families or caregivers for children who are placed outside of their homes.
- 11) Placement Services - The array of services required to ensure safety, permanency and well-being for children removed from their families. This includes appropriate study, licensure and/or approval of families/facilities for placement as well as provision of services to achieve the court approved permanency goal. These services shall be provided in accordance with federal and state laws and funding sources.
- 12) Prevention Services - Social services and other supportive and rehabilitative services provided to the parent or legal custodian of the child to prevent or mitigate the possibility of a child being referred to the Hotline as an alleged victim of abuse, neglect or abandonment. Social services and other supportive and rehabilitative services shall promote the child's physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible.
- 13) Program Improvement Plan- The federally required plan if any state is found to be out of conformance on any one of the seven outcomes or seven systemic factors subject to the Child and Family Services Review (CFSR).
- 14) Quality Improvement Plan (QIP) Florida's statewide child welfare program improvement plan, built collaboratively with community agencies and stakeholders, which the department submitted in response to the federal Round 2 Child and Family Services Review (CFSR). The statewide QIP is developed and implemented in fulfillment of the federal requirements for a Program Improvement Plan. The statewide QIP is implemented through region Quality Improvement Plans, which may have actions specific to circuits and community lead agencies and which have similar quarterly reporting requirements.
- 15) Quality Management Plan. An annual plan that documents a Lead Agency's quality assurance activities planned for the upcoming fiscal year. This plans includes activities related to the Community Based Care Lead Agency's commitment to continuing exploration and assessment of local practices and services related to child welfare in local systems of care overall. The Plan is reviewed annually and updated as necessary.
- 16) Special Condition - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such

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situations include those described in Rule 65C-30.001(132), F.A.C., or cases involving child on child abuse.

- 17) System of Care – A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency.

2. General Description

a. General Statement

The Lead Agency shall deliver foster care and related services pursuant to s. 409.1671, F.S., and prevention services, pursuant to Section 39.001 and sections 409.152 and 409.1671 F.S., while ensuring each child's safety, well being, and permanency.

b. Authority

- 1) Section 409.1671, F.S., authorizes the department to contract for foster care and related services.
- 2) Section 39.001 and sections 409.152 and 409.1671 F.S., authorizes the department to contract for prevention services.

c. Scope of Service

The Lead Agency shall deliver a comprehensive array of foster care and related services to eligible children and families in the following county or counties: *[insert county(ies)]*. Pursuant to s. 409.1671, F.S., these services include, but are not limited to: family preservation, independent living, emergency shelter, residential group care, foster care, therapeutic foster care, intensive residential treatment, foster care supervision, case management, postplacement supervision, permanent foster care, and family reunification. Related services shall also include diversion, prevention, diversion, adoption services, and post adoption services.

d. Major Program Goals

The Lead Agency shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

3. Clients to be Served

a. General Description

Services are provided to children and families who are in need of child abuse and neglect prevention, diversion or child protection and permanency services.

b. Client Eligibility

Clients eligible for service under this contract shall be determined in accordance with the provisions of: s. 409.175, F.S., and Chapters 65C-13 through 65C-16, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

c. Client Determination

The department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D.1 shall be implemented.

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d. Contract Limits

This contract is limited to eligible children and families in the geographic area defined in section A.2.c.

B. MANNER OF SERVICE PROVISION

1. Service Task List

a. The Lead Agency shall perform the following General Tasks:

- 1) Develop, implement and report upon a departmentally approved local Quality Improvement Plan (QIP) consistent with the goals and objectives in Florida's statewide Quality Improvement Plan. The QIP is time limited and should be completed in July, 2011. Local QIPs, while in force, should be referenced or included in the annual Quality Management Plan as appropriate.
- 2) Develop and implement an annual Quality Management Plan that follows statewide criteria as outlined in the **“Regional Quality Assurance Model Guidelines for Completing Child Protection Investigations and Case Management Quality Assurance Reviews** (dated September 2009) and is approved by the department. The plan will include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted case management organizations. Revisions to the approved annual plan must be approved by the department prior to execution by the Lead Agency.
- 3) Participate in, and as necessary, assure the participation of their subcontracted case management organizations in state-directed quality management processes, quality assurance reviews and special quality assurance reviews. Data and child welfare practice notes from reviews will be documented in the statewide Quality Assurance Web-Based Tool quarterly when completed quarterly and semi-annually when completed semi-annually. Standard quality assurance reviews and special quality assurance reviews will be coordinated with the Department of Children and Families central office. Quality management processes include participation in the federal Child and Family Services review and development of follow-up improvement plans.
- 4) Ensure all quality assurance reviewers attend department sponsored quality assurance reviewer training and pass the competency test within six months of employment as a quality assurance reviewer.
- 5) Comply with the **“Regional Quality Assurance Model Guidelines for Completing Child Protection Investigations and Case Management Quality Assurance Reviews”** (dated September 2009) a practice framework for conducting quality assurance reviews. Guidelines will be updated as necessary and posted on the department's website and the Florida Mental Health Institute's Center for the Advancement of Child Welfare Practice.
- 6) Comply with all state laws and rules and federal laws and regulations. The department's authority and requirements references are included in the **“Community-Based Care Authority and Requirements Reference Guide”** (dated 03/15/09), which is incorporated herein by reference and maintained on the department's website.

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- 7) Provide copies of local specialty quality reviews and corrective actions to the department's contract for informational purposes only.
- 8) Use the department's operating procedures until the Lead Agency's own are approved for implementation. The department agrees to review proposed operating procedures submitted to it by the Lead Agency and may respond in writing with comments or approval within 30 working days from the day of receipt. Once approved by the department, the Lead Agency's operating procedures may be amended provided that they conform to state and federal laws, the Florida Administrative Code, and federal regulations. Substantive amendments will be provided to the department, and the department may provide comments if issues are noted. If the Lead Agency develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
- 9) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the department for approval prior to implementation. The department agrees to approve or reject such revisions within 30 working days of receipt. The department agrees to provide technical assistance to ensure that the Lead Agency's contribution to the State Plan is sufficient.
- 10) Document the provision of all services in a master file as described in Chapter 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
- 11) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 12) Comply with activities related to information systems in compliance with the "**Community-Based Care Information System Requirements**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. Florida Safe Families Network (FSFN) is the department's system of record for all child welfare casework. The Lead Agency agrees to ensure that FSFN is updated within 3 work days of any changes known to the Lead Agency or its case management organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework.
- 13) In accordance with Florida Statutes, Florida Administrative Code and departmental standards and procedures, the provider shall utilize the electronic functionality provided in the *Florida Safe Families Network* (FSFN). FSFN shall be the provider's official system of record for all casework and decision making tools. Decision making tools in FSFN include, but are not limited to, the necessary statewide child safety and family assessments, home studies, case planning, monitoring and placement/permanency decisions. The provider agrees to collect, enter and ensure data integrity of all information input into FSFN including meeting timeliness criteria. Remote data capture functionality to be used includes: photographs taken at 30-day visits, date stamped Global Positioning System (GPS) coordinates for 30-day visits, and upload capacity to FSFN.
- 14) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.

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- 15) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The Lead Agency shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset that increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to ss. 409.1671(7), F.S.
- 16) Comply with ss. 409.175(16), F.S., regarding the confidentiality of information concerning foster parents.
- 17) The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the department for approval in accordance with 45 CFR Part 95. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department's website. Any amendments to the approved cost allocation plan must be approved in writing by the department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:
 - a) Describe the procedures used to identify measure and allocate all costs to each of the programs/services operated or supervised by the Lead Agency.
 - b) Conform to the accounting principles and standards prescribed in Office of Management and Budget Circulars A-87 and A-122, and other pertinent department regulations and instructions relating to the plan.
 - c) Be promptly amended, submitted and approved by the department if any of the following events occur:
 - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
 - (2) The Lead Agency or department discovers a material defect in the cost allocation plan.
 - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.
 - d) If a Lead Agency has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 18) The Lead Agency shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, and

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175-59. Additionally, the Lead Agency and its subcontractors shall ensure that client eligibility records are maintained according to the department's records retention schedule and be made available for federal and state audits.

- 19) Within 6 months of the execution of this contract, the Lead Agency agrees to submit a proposed Contingency Transition Plan, to be agreed upon by both parties, that includes all components described in **"CBC Termination Contingency Transition Plan" (dated 07/01/07)**, which is incorporated herein by reference and is maintained on the department's website. The Lead Agency agrees to update and submit the transition plan 6 months prior to any contract ending date including ending dates that precede renewal periods.
 - 20) The Lead Agency recognizes that certain children who come to the attention of the Department and who are at risk of abuse, neglect, or abandonment may benefit from diversion services and remain in their home. The Florida Abuse Hotline accepts Parent Needs Assistance referrals for calls to the Hotline which do not meet the requirements for an abuse investigation, but the counselor determines that the family may be in need of services. The Lead Agency and the department in each circuit agree to develop a community process for responding to Parent Needs Assistance referrals that meets the minimum standards outlined in the "Parent Needs Assistance" job aid that has been developed by the Department's Family Safety Program Office.
 - 21) The Lead Agency will establish protocols to ensure that diversion cases determined by a protective investigator to be of moderate risk as a result of the Child Safety Assessment, will receive case management services tracked and documented in FSFN. Tracking includes progress and prompt development of a plan of action when families fail to complete or fail to make progress in fulfilling the goals of their services plan; visitation of sufficient frequency to protect the children and support the family; and coordination with and tracking of SAMH services provided as a component of the overall services plan.
 - 22) Requires all child protection professionals in the state of Florida to immediately report any incident of abuse or neglect of a child occurring out-of-state to that state's reporting agency. Similarly, out of-state allegations involving criminal conduct consistent with Florida's mandated criteria contained in s. 39.301(2)(b) F.S., are also required to be reported to the law enforcement agency of the municipality or county in which the alleged conduct occurred. These notifications will be documented in the child's FSFN case record".
 - 23) The Lead Agency will provide sufficient frequency of visitation and family engagement to protect children and support families when providing in home family preservation services or when reunifying families consistent with Rule 65C-30.014, F.A.C., Post-Placement Supervision and Services.
- b. The Lead Agency shall ensure the delivery of Child Protection Tasks to include:
- 1) Ensure the delivery of foster care and related services, based on a case plan developed pursuant to s. 39.601, F.S., and document services in the child's master file.

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- 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.
 - 3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.
 - 4) The Lead Agency agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in **“Community-Based Care Lead Agency Standards for Independent Living Transitional Services”** dated (5/01/09), which is incorporated herein by reference and maintained on the department’s website.
- c. The Lead Agency shall perform Licensing Tasks to include:
- 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.; and Chapters 65C-14, F.A.C. for Child Caring Agencies and 65C-15, F.A.C. for Child Placing Agencies.
 - 2) If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family’s parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
 - 3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
 - a) Copies of Licensing Standards Checklist.
 - b) The application for licensing.
 - c) The letter of recommendation from the provider.
 - d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
 - e) Florida Abuse Hotline Information System (FAHIS) reports clearances.
 - f) Local law enforcement checks.
 - g) Federal law enforcement checks (screening clearance letter).
 - h) State law enforcement checks.
 - i) Personal and school references.
 - j) Medical information.
 - k) Sanitation, fire and radon inspection and testing documentation.
 - l) Initial pre-service or, as appropriate, annual in service training. or

With the approval of the contract manager, the Lead Agency may implement the option for

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lead agency to perform foster family relicensing functions by the attestation model. The lead agency will review and approve all initial and re-licensing packets for all their sub-contracted agencies. A notarized foster home licensing attestation form will then be submitted to the department with the license certificate for signature by the Circuit Administrator or designee. (optional)

- 4) Ensure that each family foster home operator signs a release of information form, so that the department and the Lead Agency may share information.
- 5) Recommend that the department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation or foster home licensing attestation form, to the department at least 30 calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation or foster home licensing attestation form, prior to the expiration of the license the Lead Agency shall immediately remove the children from the unlicensed home.
- 6) Review foster care referrals received from the Abuse Registry and incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
- 7) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or Lead Agency for denial or termination of a license.
- 8) Provide copies of licensing records to the department within a reasonable time period upon request.
- 9) Develop a corrective action plan with the family foster home as required.
- 10) The department will not require the Lead Agency or its subcontracted provider network to use any particular foster home, provided that any foster home in which children are placed is licensed by the State. The department agrees to not require the Lead Agency to recommend any particular home for licensure.
- 11) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175, F.S., and Chapter 65C-13, F.A.C. The Lead Agency shall be responsible for ensuring foster parents are equal partners and receive appropriate training and support specific to the needs of children placed in their home. Training will include principles of normalcy, and working with biological families when reunification is the desired goal.
- 12) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the department for approval, and b) the Lead Agency has an operating procedure which requires that the Executive Director of the provider agency review and approve the submission by the provider of all such licensing applications to the department.

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- d. The Lead Agency shall deliver Adoption Services, to include:
- 1) Services designed to prepare children for adoption placement.
 - 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
 - 3) Registration and maintenance of information on the Adoption Information section of FSFN, to include children waiting for adoption and approved adoptive families.
 - 4) Providing support services to adoptive families, to include services leading to legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home, referral to appropriate medical, mental health and behavioral management services, services relevant to children with developmental disabilities, if applicable, and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless there is a concurrence of the adoptive parents.
 - 5) Establishing dedicated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to, short term case management, the provision of support groups for adoptive parents and their adopted children, training for adoptive families, assistance with financial needs through medical subsidy, and assistance with securing necessary mental health, behavioral, therapeutic, dental, services relevant to children with developmental disabilities, if applicable, and medical services for the adopted child. These services shall be documented in the statewide automated system, FSFN, as post adoption services cases. In addition, annual renewals for Adoption Assistance Medicaid shall be completed as well as the necessary Interstate forms to establish Florida Medicaid for adoptive families that have moved to Florida with an adopted child who is receiving adoption assistance from another state.
 - 6) The Lead Agency shall be responsible for collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by s. 63.085, F.S., and rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328 which is incorporated herein by reference.
 - 7) The department will work with the lead agencies to develop their own operational procedures to include additional disclosure of information, and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the department. The policies shall be provided to the department within 60 days of the date of execution of this contract; the department shall approve, or provide comments, within 30 days after its receipt of the interim policies.

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- 8) Compliance with activities related to recruitment of potential adoptive families in accordance with the “Customer Service and Customer Support Protocols for Adoption Services” (dated 04/05/10), which is incorporated herein by reference and is maintained on the department’s website.
- e. The Lead Agency shall deliver Placement Services to include:
- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
 - 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
 - 3) Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
 - 4) The Lead Agency and circuit/region shall ensure that each child receives the services of the Medicaid Early and Periodic Evaluation, Diagnosis, and Treatment (EPSDT) entitlement including the 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
 - 5) Secure, approve, and review all relative and nonrelative placements under the Lead Agency’s supervision. If a relative placement, the Lead Agency shall comply with s. 39.5085, F.S., Relative Caregiver Program.
 - 6) In the event the Lead Agency exercises the authority to deny any home the opportunity to provide foster care to any child served under the contract, justification to support that decision must be thoroughly documented and maintained on file.
- f. Task Limits
- 1) **Service responsibility for increase in new clients.**
In the event there is a 10% increase in either the number of new in-home services clients or new out-of-home services clients, the department will initiate a review per section B.1.f.3). The initiation or outcome of the review has no impact on the Lead Agency’s obligation to serve all children eligible for services under this contract. A new client is defined as a child that has not been active with the provider in Florida Safe Families Network within the previous 12 months.
 - 2) **Performance contract utilization level.** Estimates for number of children to be served are based upon a projection of clients served both in-home and out-of-home. In certain cases, a Lead Agency may serve more cases than have been projected. In circumstances where factors outside the Lead Agency’s control may influence an increase in referrals for both in-home and out-of-home services, the Lead Agency may be eligible for additional funds. Such adjustments are negotiable only in those instances where:
 - a) service utilization increases can be linked to circumstances outside the provider’s control; and
 - b) the Lead Agency is able to document that the provider has used all funds appropriated by the legislature and received for prevention and diversion purposes.

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- 3) **Shared risk for service utilization.** Because Lead Agencies are required to provide appropriate child welfare services to all eligible children and families, the department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the department. Specifically, the department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:
- a) **Review.** At minimum, this review will include: (1) the total number of reports with verified and some indicators from at least the last two proceeding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and some indicators; and, (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and some indicators.
 - b) **Capacity.** The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
 - c) **Determination.** Upon examination of the data outlined in the review process, along with any other relevant information, the department will render a determination as to whether or not the Lead Agency has experienced an increase in service utilization which is either: (1) a function of the department's managed child protection performance; (2) a function of some other external factor (e.g. media event, judicial actions, drug epidemic); or, (3) a function of provider managed service performance.
 - d) **Potential actions.** In those instances where service utilization for in-home and/or out-of-home care is a result of the department's managed child protection performance, the department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of some other external factor, and until such time as the risk pool falls under external management pursuant to ss.409.1671(7)(b), F.S., the Lead Agency may request that the department examine the feasibility of accessing available "risk pool" resources. In those instances where increased service utilization is a function of Lead Agency management, the Lead Agency is expected to assume responsibility for accommodating the additional service capacity. Funding from the risk pool is subject to a peer review process and the availability of funds.
- 4) The Lead Agency's delivery of post-adoption support and prevention services is limited to the funds available respectively for such services.

2. Staffing Requirements

a. Staffing Levels

The Lead Agency and its subcontractors shall continuously ensure an adequate number of qualified and trained staff is available to provide services stipulated in this contract.

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b. Professional Qualification

- 1) The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **“Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars”** (dated 02/25/10), which is incorporated herein by reference and maintained on the department’s website.
- 2) The Lead Agency agrees to deliver child welfare pre-service training to professional staff in accordance with the department’s Child Protection Professional Certification Program.

c. Staffing Changes

The Lead Agency shall submit written notice to the department’s contract manager in case of a vacancy in the Chief Executive Officer (CEO) (or add appropriate title) or chief financial officer’s position. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Chief Executive Officer (CEO) (or add appropriate title) position is filled, the Lead Agency shall notify the department in writing of the identity and qualifications of the new Chief Executive Officer (CEO) (or add appropriate title). The Lead Agency shall ensure that the department has a current listing of staff and sub-contracted staff who are providing child welfare services and are subject to Child Protection Certification. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the department to monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in s. 402.40, F.S.

d. Subcontractors

- 1) The Lead Agency shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the Lead Agency under this contract. The Lead Agency shall develop written procedures for monitoring of subcontracts. These procedures shall be approved by the department and available upon request to the department and to state and federal auditors. The Lead Agency shall have quality assurance/quality improvement plans for subcontractors. The Lead Agency shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.
- 2) The Lead Agency may subcontract for services unless specifically prohibited in this contract. The Lead Agency is not required to obtain subcontract approval as required under section I.I.1. of the Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;

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- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
- d) has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the department prior to entering into the subcontract. In order to comply with this requirement, the provider shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If the provider knows disqualifying conditions at any time, it shall disclose this information to the department. Both parties agree to take appropriate action

- 3) The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of \$ _____ [*amount locally negotiated*]. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.
- 4) The Lead Agency 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 Lead Agency shall require any subcontractors to participate in the statewide quality management system.
- 5) The Lead Agency'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 department encourages the Lead Agency to accept accreditation by the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation in lieu of monitoring, and to accept other Community-Based Care Lead Agency monitoring reports in lieu of monitoring, as appropriate to reduce duplication of effort. Acceptance of accreditation reports and other agency monitoring reports must be based on standards that either equal to or exceed the contract's terms and conditions.
- 6) The Lead Agency agrees to administer subcontracting activities in accordance with the most current version of the "***Community-Based Care Lead Agency Subcontracting Guidelines***" (dated 09/12/05) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the department's website, unless the Lead Agency has developed their own guidelines which have been approved by the department.

3. Service Location & Equipment

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a. Service Delivery Location

The Lead Agency shall deliver a comprehensive array of foster care and related services in [insert County(ies)] to eligible children and families. The Lead Agency's primary service delivery and business address is: *[insert local address]*

b. Service Times

The Lead Agency shall be available and is responsible for providing an immediate response 24 hours a day, seven days a week.

c. Changes in Location

The Lead Agency shall notify the contract manager in writing at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's primary business address or service delivery location.

d. Equipment

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the "**Community-Based Care Tangible Personal Property Requirements**" (dated 4/01/09), which is incorporated herein by reference and maintained on the department's website.

4. Deliverables

a. Service Units

A service unit is one month of all system of care related services to all eligible children and their families.

b. Records and Documentation

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with state and federal laws.

c. Reports

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Reports.

5. Performance Specifications

a. Performance Measures

The Lead Agency shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The term "performance target" refers to the Lead Agency's expected annual achievement of progressive improvement toward each performance standard through the end of the contract period, or until such time as the provider is expected to achieve the standard. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning at the performance target for the appropriate fiscal year by the end of that fiscal year, or by the contract end date should that occur within the fiscal year.

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The department reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any modifications or additions will only be accomplished through formal amendment to this contract.

It is the intent of the department to develop and add several performance measures concerning the Independent Living program as base line measures in the FY 2010-2011 contract template. These measures are currently being developed by the Performance Measures Workgroup.

Performance Measures FY10-11	06/30/11	06/30/12	06/30/13	06/30/14	06/30/15
1) The percentage of children served in out-of-home care who are not maltreated by their out-of-home caregiver shall be at least ____ percent.	Locally Negotiated	99.68%	99.68%	99.68%	99.68%
2) The percentage of children under supervision who are required to be seen each month who are seen each month shall be at least 100 percent.	100%	100%	100%	100%	100%
3) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least ____ percent.	Locally Negotiated	75.2%	75.2%	75.2%	75.2%
4) The percentage of children reunified who <u>re-entered out-of-home care within 12 months shall not exceed ____ percent.</u>	Locally Negotiated	9.9%	9.9%	9.9%	9.9%
5) The percentage of children who were adopted who were adopted within 24 months of the latest removal shall be at least ____ percent.	Locally Negotiated	36.6%	36.6%	36.6%	36.6%
6) The percent of children in out-of-home care 24 months or longer on July 1 who achieved permanency prior to their 18 th birthday and by June 30 shall be at least ____ percent.	Locally Negotiated	29.1%	29.1%	29.1%	29.1%
7) The percentage of children in out-of-home care for at least eight days, but less than 12 months, who had two or fewer placement settings, shall be at least ____ percent.	Locally Negotiated	86%	86%	86%	86%
8) The number of children with finalized adoptions between July 1, 200__ and June 30, 200__ shall be at least ____.	Locally Negotiated	TBD	TBD	TBD	TBD

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9) The percent of children under supervision who are required to be seen every 30 days, who are seen every 30 days shall be at least _____ percent.	N/A	TBD	TBD	TBD	TBD
Proposed Independent Living Outcome Measures These measures are currently being developed by the Performance Measures Workgroup.					
% of 19 and 20-year-old Youth Earning GED or HS diploma					
% of youth who reached the age of 18 in licensed out of home care who are in school					
% of youth reaching the age of 18 in licensed out of home care that have a job or have joined the military					
% of Young Adults in Safe Housing					
% of Youth having full-time, part-time or seasonal employment					
% of Youth aged 13-17 who have participated in job training (paid or unpaid)					
% of youth aged 13-17 at or above Grade level					
% of Youth in licensed out of home care changing schools more than 1X during the school year					
% of 17-year-old youth in licensed out of home care who had a transition plan filed with the court & signed by the youth					

* For 10/11 targets will be locally negotiated. Targets will be approved by the Assistant Secretaries for Operations and Programs. For FY 11/12 the statewide goals as established will be used

b. Description of Performance Measurement Terms

The definitions of any terms in Section B.5 are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 3/23/09), which is incorporated herein by reference and maintained on the department’s website

c. Performance Evaluation Methodology

- 1) The performance evaluation methodology for statewide measures is described in

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the “**Community-Based Care Performance Measures Methodology Document.**”

2) Performance Standards Statement

By execution of this contract the Lead Agency hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Lead Agency fails to meet these standards, the department, at its exclusive option, may allow up to six months for the Lead Agency to achieve compliance with the standards. 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 Lead Agency to the department’s satisfaction, the department must cancel the contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

6. Lead Agency Responsibilities

a. Lead Agency Unique Activities

- 1) At the request of the Secretary of the department or the Circuit Administrator, the Lead Agency shall provide performance information or reports other than those required by this agreement. The department agrees to make these requests only after all data sources to which the department has access have been exhausted. These requests should be a last resort and made with due consideration for Lead Agency workload and costs. For requests that are complex and difficult to address, the Lead Agency and the department will develop and implement a mutually viable work plan. Annually, the Lead Agency will participate with the regional Quality Assurance (QA) staff in the production of two Special QA Reviews for systemic issues identified by the Secretary.
- 2) The Lead Agency shall cooperate with the department when a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors results in an investigation.
- 3) The Lead Agency shall meet with the Circuit Administrator/Region Director and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.
- 4) The Lead Agency’s employees, relatives of the Lead Agency’s employees, subcontractors or subcontractor’s employees within the Lead Agency’s service delivery system may apply to be licensed as a foster parent or relative caregiver to any child that receives services under this contract, provided:
 - a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents or relative caregivers are employed and the study or the foster home licensing attestation documentation, is submitted to the department for and
 - b) the Lead Agency has an operating procedure which requires that the Chief Executive Officer of the Lead Agency review and approve the submission by the Lead Agency of all such licensing applications to the department.
- 5) The Lead Agency accepts its responsibility for all work required under this contract

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whether performed with its own resources or by an approved subcontractor. The Lead Agency shall monitor the performance of its subcontractors, conducting follow-up actions in accordance with the department approved Subcontract Monitoring Plan.

- 6) If conditions exist that could interrupt service delivery, the Lead Agency shall notify the department within 48 hours. Reportable conditions may include but are not limited to:
 - (a) Inappropriate client terminations
 - (b) Financial concerns or difficulties
 - (c) Service documentation problems
 - (d) Subcontract non-compliance
 - (e) Ineffective services and increasing client complaints

The above notice shall include a brief summary of the condition(s) or problem(s), the proposed countermeasures, and the time frames for implementation of the countermeasures.

- 7) The Lead Agency shall establish a procedure for foster and adoptive parents to contact a Lead Agency representative in the event of delayed or non-delivery of payments. The Lead Agency representative will address and resolve the issue.
- 8) The Lead Agency agrees to coordinate and collaborate with the department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (PL 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.
- 9) Fee collections *—[The inclusion of this section is subject to local negotiation]* the Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the department within 30 days of their receipt. The department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the department, as appropriated by the Legislature to the provider under this contract for services provided to the client (s) and subsequently invoiced to the department. Funds in excess of the assessed fees to the client (s) will be retained in the Client Trust Fund and administered on behalf of the client (s) by the provider as Representative Payee in accordance with the terms of this contract.
- 10) Client Trust Fund. *—[The inclusion of this section is subject to local negotiation]* the Lead Agency shall assume all responsibilities for administration of the personal property

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and funds of clients, as required by section 402.17, F.S., and the department's Accounting Procedures Manual 7 APM 6. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this contract. The Lead Agency and the department mutually agree to develop a transition protocol prior to the Lead Agency's assuming responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the provider as the Representative Payee for eligible clients served under this contract.

- 11) The Lead Agency agrees to deliver a coordinated response to requests from the department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with the Department of Juvenile Justice and the Agency for Persons with Disabilities. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies. The Lead Agency agrees to immediately respond to requests to mitigate child abuse and neglect for this population.

b. Coordination With Other Providers/Entities

- 1) Upon the effective date of this contract, the Lead Agency shall establish and maintain working agreements with other providers, department entities, to include but not limited to those entities serving persons with developmental disabilities and local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.
- 2) Upon the effective date of this contract, the Lead Agency hereby agrees to have established and to maintain working agreements to include joint operating procedures with any entity providing Child Protective Investigations (CPI) in counties served by the provider under this contract. The Lead Agency agrees to amend working agreements as needed with entities providing CPI to clarify roles and responsibilities including client file transfer. *(remove if not applicable)*.
- 3) The Lead Agency hereby agrees to develop and implement a system of care with the department's contracted Substance Abuse & Mental Health providers within their communities through the execution of a working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system, by providing integrated community support and services.
- 4) The Lead Agency hereby agrees to participate in the development and implementation of local and state plans for the promotion of adoption, support of adoptive families, and prevention of abuse, abandonment, and neglect of children as outlined in ss. 39.001(8) and (9), F.S.

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c. **Reference Checks of Current and Former Department and Lead Agency Employees**

The Lead Agency or its subcontractor shall conduct a reference check of any current or former department or any Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider or its subcontractor.

7. **Department Responsibilities**

a. **Department Obligations**

- 1) The department agrees to provide technical assistance and consultation to the Lead Agency in the process of initial licensing and re-licensing of family foster homes.
- 2) The department retains the responsibility for the review, approval or denial, and issuance of all foster home licenses. After receiving a request for licensure or relicensure and a copy of the foster home's home study or group home's narrative study with a complete licensing packet, the department has ten (10) business days to issue the license or provide a written statement expressly stating the basis for denial and its legal authority.
- 3) Upon receipt of a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors, the department agrees to notify the Lead Agency within one working day. The department will work in cooperation with the Lead Agency when investigations are conducted.
- 4) The department agrees to process applications submitted by the Lead Agency for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The department agrees to assist the Lead Agency with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The Lead Agency shall contact the various program offices within the department for assistance and instruction on how to access these services. The department will respond to the Lead Agency's inquiry within 5 working days.
- 6) The department agrees to determine Medicaid eligibility within 45 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within 45 working days of receipt of a completed application.
- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in **"Community-Based Care Authority and Requirements"**.
- 8) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption website-adoptflorida.org system. In addition, changes

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to the system will be made available to the provider.

- 9) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.
- 10) The department agrees to provide training and technical assistance on the responsibility of the Lead Agency to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers as well as entities delivering services to persons with developmental disabilities to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing an example of a Policy Working Agreement, system of care information, data analysis and technical assistance.
- 12) The Lead Agency and circuit/region shall ensure that each child receives the services of the Medicaid Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) entitlement including the 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
- 13) Implementation of Title IV-E Waiver Demonstration Project. The department agrees to support the Lead Agency in the delivery of services and supports to eligible children and families and in monitoring the contract as the Lead Agency implements a modified array of services in compliance with the Title IV-E Waiver Demonstration Project.
- 14) Representation: In all juvenile dependency related legal proceedings, including termination of parental rights, Children's Legal Services represents the State of Florida. The General Counsel's office retains the authority and responsibility for representing the Department of Children and Families. Neither the department attorneys nor its contracted attorneys represent the Lead Agency.

b. Department Determinations

The department has the sole right to assess and determine the completeness and acceptability of services, reports, and fiscal records according to the terms and conditions of this contract.

c. Requirements

1) Contract Monitoring

- a) The department shall conduct or cause to be conducted an annual review of Lead Agency compliance with contract terms and conditions as well as any approved financial policies and procedures. The department will accept accreditation in lieu of monitoring, and will accept reviews conducted by other State of Florida agencies in lieu of monitoring, as appropriate to reduce duplication of effort. Acceptance of accreditation reports and other agency monitoring reports must be based on standards that either equal to or exceed the contract's terms and conditions.

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b) The department will conduct fiscal monitoring to provide financial oversight and ensure integrity regarding the Lead Agency's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the provider's services contract. The staff performing fiscal monitoring will be allowed full access to all of the Lead Agency's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight.

- 2) The department shall define and jointly implement with the Lead Agency a formal system for quality management planning, documenting, reviewing, measuring, reporting, analyzing, and improving for service delivery and administration. This system will monitor progress toward achievement of state and federal requirements for compliance and outcomes.

d. Progressive Intervention and Program Improvement

The Lead Agency agrees that if it fails to demonstrate satisfactory progress in areas of noncompliance, the department may implement the "**Community-Based Care Progressive Intervention and Program Improvement Process**" (dated 07/01/06), which is incorporated herein by reference and is maintained on the department's website.

8. Relationship of the Parties Relating to the Interaction Between the Lead Agency and its Subcontractors and the Department through Children's Legal Services (CLS).

Exhibit B - Children's Legal Services attached hereto and made a part hereof shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the department through CLS. In addition to, without limiting any other provisions of this Attachment I, and without being limited by any other provisions of this Attachment I, the parties shall have and comply with the respective rights, responsibilities, and obligations of the parties and shall be bound by the respective acknowledgements of the parties set forth in Exhibit B-Children's Legal Services. Through contract, the Lead Agency shall cause its subcontractors to be bound by and comply with the responsibilities, obligations, and acknowledgments of the Lead Agency set forth in Exhibit B-Children's Legal Services.

C. METHOD OF PAYMENT

1. Payment Clause

- a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$_____, subject to the availability of funds. The Schedule of Funds is attached as follows:

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Attachment II-A	Fiscal Year 10-11	\$
Attachment II-B	Fiscal Year 11-12	\$
Attachment II-C	Fiscal Year 12-13	\$
Attachment II-D	Fiscal Year 13-14	\$
Attachment II-E	Fiscal Year 14-15	\$

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (1/01/11 – 6/30/11)		6	
One Month of Child Welfare and Related Services (7/01/11 – 6/30/12)		12	
One Month of Child Welfare and Related Services (7/01/12 – 6/30/13)		12	
One Month of Child Welfare and Related Services (7/01/13 – 6/30/14)		12	
One Month of Child Welfare and Related Services (7/01/14 – 6/30/15)		12	

These amounts are subject to increase, via contract amendment, according to the terms specified in paragraph C.11., Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the department. Further the Lead Agency is responsible for documenting state earnings for the Independent Living Program and Maintenance Adoption Subsidies funds and earnings not documented for these programs shall be returned to the department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency also understands that state funds for the Independent Living Program and Maintenance Adoption Subsidies may be limited and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of ss. 216.181(11), F.S.

b. Advance Payments

- 1) Advance payments shall be equal to 1/12th of the current fiscal year contract value or, in the event that the fiscal year contract value is changed during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.

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- 2) Advances may be requested prior to each month of service for the entire term of the contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with subsection 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the department periodically or at the end of the contract term including the time period of any renewals no later than 45 days after the end of the contract. Any interest earnings must be documented on an **“Interest Earned Quarterly Report”**, which is incorporated herein by reference and is maintained on the department’s website, and submitted to the department with the monthly invoice following the quarter.
- 3) The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

2. Cost Allocation Plan

The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the department’s contract manager by the date of the payment request for August of each state fiscal year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department’s website. The department will review and provide any comments within 15 days of submission. Any CAP revisions as required by the department are to be submitted to the department’s contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20th, of each state fiscal year, will result in no further payments being made until the department approves the CAP.

If a Lead Agency is requested at any time during the state fiscal year to amend or revise their CAP, they shall have 20 days from the date of written notification from the contract manager to submit the amended or revised CAP. The department will review and provide any comments within 15 days of submission. Failure to have an approved CAP within 45 days of the original notification will result in no further payments being made until the department approves the CAP.

3. Invoice Requirements

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency’s letterhead and shall be in the format described in the **“CBC Invoice”**, which is incorporated herein by reference and is maintained on the department’s website. In addition, the following documentation is required, with each submission of an invoice:

- Prior Month **“CBC Monthly Actual Expenditure Report”**, which is incorporated herein by reference and is maintained on the department’s website, except the June Monthly Actual Expenditure Report that shall be submitted with the **“CBC Final Expenditure Report”**, which is incorporated herein by reference and is maintained on the department’s website.
- **“Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports”**, which is incorporated herein by reference and is maintained on the department’s website.

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- **“Child Access and Visitation Grant Monthly Match Funds Report”**, which is incorporated herein by reference and is maintained on the department’s website
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The **“CBC Final Expenditure Report”** for the prior FY shall be submitted on the date of the payment request for September of each FY.

- a. The Lead Agency shall submit within 20 days from the receipt of a Schedule of Funds from the department a completed **“CBC Annual Budget by Service Category”** and a complete **“CBC Functional Budget Template”**, which are incorporated herein by reference and are maintained on the department’s website in the format contained in the CBC Annual Budget by Service Category. The department will review and provide any comments within 15 days of submission. Any budget revisions as required by the department are to be submitted to the department’s contract manager within 10 days of receipt of the department’s comments. Failure to submit a completed annual budget within this time frame of each state fiscal year will result in no further payments being made until a completed annual budget is submitted to the department.

Subject to Legislative approval of roll forward of state funds from one year to the next, a **“Planned Uses of State Funds Roll Forward”** which is incorporated herein by reference and is maintained on the department’s website, is due within 30 days after receiving confirmation of the approved amount from the department.

b. Budget Design and Earning Requirements:

- 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the **“CBC Final Expenditure Report Description”** which is incorporated herein by reference and is maintained on the department’s website using the format contained in the **“CBC Final Expenditure Report”**.
- 2) The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies. Earnings not documented shall be returned to the department at the end of each state fiscal year. The reconciliation of state amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the **“CBC Final Expenditure Report Description”** which is incorporated herein by reference and is maintained on the department’s website using the format contained in the **“CBC Final Expenditure Report”**.
- 3) The Lead Agency agrees to account for any unexpended state funds at the end of a contract period. The Lead Agency shall either return surplus state funds to the department at the end of a contract period, or, if the department executes a renewal contract, the Lead Agency agrees to expend the surplus state funds during the first six months of the renewal contract period on program enhancements. Following the end of any State Fiscal Year, the department agrees to identify the amount of surplus state funds. The Lead Agency agrees to submit the **State Funds Roll-forward Report**,

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which is incorporated herein by reference and is maintained on the department's website, on a monthly basis to report on any expenditures of approved roll-forward amounts. The Lead Agency agrees to submit the monthly report as a supplement to the **CBC Monthly Actual Expenditure Report** when requesting payment. The submission of this report is not required if there are no surplus state funds, or after any identified surplus state funds have been fully expended.

4). The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II).

- c. A new "CBC Annual Budget by Service Category" form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to department approval. The department may also request a new "CBC Functional Budget Template". Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the department.

d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - August	Estimated Pay	1/6th of Fiscal Year Contract Amount	July 1
September -- June	Estimated Pay	1/12 th of Fiscal Year Contract Amount	The 20 th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

4. Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's department-approved cost allocation plan.

5. Expenditure Documentation

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in s.409.1671, F.S and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.pdf

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6. Full Compensation

This fixed price contract entitles the Lead Agency to receive full compensation for the State funded portion of the fixed contract amount upon completion of all contract deliverables. Any disputes regarding the completion of contract deliverables are subject to the provisions of section D.1., Dispute Resolution.

7. Earning Federal Funds

The Lead Agency shall perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds will result in a corresponding reduction of the total amount paid under this contract.

8. Match Requirements

- a. To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.
- b. For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.

9. Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the department by the Lead Agency upon discovery.

10. Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the department.

11. Renegotiation

The following renegotiation provisions and processes are agreed to by both parties:

- a. Subsection 409.1671(1)(a), F.S., requires the department to transfer all available funds, including federal funds for which Lead Agencies are eligible, and the Lead Agency shall earn, and that portion of state funds which is currently associated with the services that are being furnished under this contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project,

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including all management, capital (including current furniture and equipment) and administrative funds.

- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671(8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. The department is obligated to pass on any additional program specific funds that are appropriated to the department for the Lead Agency. If additional funds are obtained they may increase the fixed price for the remainder of the applicable fiscal year.
- f. Any renegotiation to the terms of this contract shall be documented via contract amendment.

12. Contract Renewal

This contract may be renewed for one term not to exceed three years, or for the original term of the 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.

13. MyFloridaMarketPlace Transaction Fee

This contract is exempt from **MyFloridaMarketPlace** transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

D. SPECIAL PROVISIONS

1. Dispute Resolution

- a) The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, 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) 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, either representative may request referral of the issue to the Chief Executive Officer (CEO) (or add appropriate title) and the Circuit Administrator of the respective parties. Upon referral to this second step, the Chief Executive Officer (CEO) (or add appropriate title) and the Circuit Administrator shall confer in an attempt to resolve the issue.
- b) If the Circuit Administrator and Chief Executive Officer (CEO) (or add appropriate title) are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall

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meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

c) The provisions of section 31 of PUR 1000 shall not apply

2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan, as described in the **"CBC Termination Contingency Transition Plan" (dated 07/01/07)**, which is incorporated herein by reference and is maintained on the department's website with the other party within 30 calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein."

3. Fidelity Insurance

The Lead Agency shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider until the fidelity bond is in place, and approved by the department in writing.

4. Third Parties

This contract shall not be construed as providing any enforceable right to any third party.

5. Client Files

The Lead Agency shall ensure the department's immediate access to client files and will supply copies of requested materials within one (1) working day of a request by the department unless a longer time is agreed upon between the parties.

6. Insurance

During the existence of this contract and any renewal(s) and extension(s) of it the Lead Agency agrees to maintain insurance in accordance with s. 409.1671, F.S., any subsequent amendments thereto, and the following requirements. During the existence of this contract and any renewal(s) and extension(s) of it the Lead Agency shall maintain continuous adequate professional liability and directors' and officers' liability insurance coverage in accordance with the following requirements. The requirement for adequate professional liability and directors' and officers' liability insurance coverage applies to those subcontractors identified by the Lead Agency as

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having risk exposure. The Lead Agency agrees to require through contract that its subcontractors maintain insurance consistent with s. 409.1671, F. S., any subsequent amendments thereto, the foregoing provisions, and the following requirements. All such policies of insurance, with the exception of directors' and officers' liability insurance, of the Lead Agency and its subcontractors shall name the department as an additional insured under the policy, be provided by insurers licensed or eligible to do business in Florida, and must require the insurer to give the department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal. The Lead Agency shall provide, and through contract require its subcontractors to provide, the department with copies of all such policies and/or certificates of insurance evidencing such insurance to be in full force and effect at all times during the term of the contract. Submission shall not operate as acceptance by the department of the adequacy of such policy to comply with these provisions. The Lead Agency agrees that it will provide its own defense against actions brought against it and through contract require that each of its subcontractors agree to provide its own defense against actions brought against it.

7. **Leasing:** *[Delete if not applicable to local circumstances]*

a) Private Sector Leases:

- 1) The Lead Agency agrees to assume the department's private sector leased space assigned to these programs through the current term of each lease. The department agrees to initiate the assignment of the current lease(s) by preparing a lease assignment document and forwarding the document to each private sector lessor for approval. After the assignment of the lease(s) from the department, the Lead Agency shall be responsible for all future actions related to leases. In the event the provider, the department, or the lessor identifies a new tenant to occupy the provider's space in the private sector facility, the provider may vacate this space upon mutual agreement with the department.
- 2) If the private sector lessor does not agree to have the lease(s), or portion of the lease(s), assigned to the Lead Agency, the department agrees to sublease the space to the Lead Agency through the current term of the lease(s). The department agrees to initiate the sublease of the current lease(s) by preparing a sublease document and forwarding the document to each private sector lessor for approval. In the event the department subleases space to the Lead Agency, the Lead Agency may in turn sublease the space with prior written approval of the lessor and the department. Upon expiration of the sublease(s), the Lead Agency shall be responsible for all future actions related to leases. The Lead Agency may take whatever actions it deems appropriate to enter into new leases with the same lessor or secure other space necessary to deliver the contracted services.
- 3) Upon assignment of the department's current private sector lease(s) by the Lead Agency or the expiration of the sublease with the Lead Agency, the department agrees to amend the Lead Agency's contract to include an amount equal to the department's lease costs as determined at the time of the lease assignment or expiration of the sublease(s). The Lead Agency is solely responsible for all relocation costs that may occur.
- 4) Any lease agreement negotiated by the Lead Agency shall include a provision that affords the department an opportunity to assume the Lead Agency's leased space should the Lead Agency default on its contract with the department or be terminated for cause. The provision must grant the department a minimum period of ninety (90) days during which it

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can make the determination of whether to assume the Lead Agency's leased space.

b) **Department of Management Services (DMS) Leases:**

For DMS leased space sublet by the department to the Lead Agency, the Lead Agency agrees to remain in the DMS facility for a minimum of twenty-four (24) months after the effective date of this contract. The Lead Agency must give a minimum of twelve (12) months advance written notice if it wishes to vacate the DMS lease space. In the event the Lead Agency, the department, or DMS identifies a new tenant to occupy the Lead Agency's space in the DMS facility, the Lead Agency may vacate this space upon mutual agreement with the department. In the event the department subleases space to the Lead Agency, the Lead Agency may in turn sublease the space with prior written approval of the lessor and the department.

8. Venue for Any Court Action

Venue for any court action relating to this contract is in Leon County, Florida.

9. Contracts executed between state agencies or subdivisions

[Delete if not applicable to local circumstances]

Paragraphs D.3, and D.4 are not applicable to Lead Agencies that are a county government.

10. Security Agreement

Within 45 days of the effective date of this contract, the Lead Agency hereby agrees to develop and maintain a signed data security working agreement with the department.

11. Governance

The Lead Agency shall be a Florida corporation not-for-profit without voting members with a principal office located in the geographic area served by the Lead Agency. The Lead Agency shall be a governmental entity with jurisdiction in the geographic area served by the Lead Agency. *[chose opening sentence as applicable per local circumstance]*. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

12. Related Party Transactions and Conflict of Interest

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address **procurement** requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

13. Sponsorship Provision

In the event the Lead Agency or its subcontractors meet the requirements of subsection 409.1671 (11), F.S., they are **exempt** from the "Sponsorship" provisions (paragraph I. O.) of the Standard Contract.

14. Pre-Service and In-Service Training for Protective Investigations and Children's Legal Services *[Delete if not applicable to local circumstances]*

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The Lead Agency agrees to deliver pre-service and in-service training to the department's protective investigation staff in accordance with the department's Child Protection Professional Certification Program and as described in the "**Pre-Service and in-Service Training for Child Protective investigators and Children's Legal Services**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. Specific funding is identified in Attachment II of this contract for this purpose. Any funds unexpended during any fiscal year from this fund source must be returned to the department no later than 30 days following each fiscal year.

15. Emergency Preparedness

In addition to the provisions in Paragraph I. AA of the Standard Contract, the Lead Agency agrees to incorporate further provisions to their emergency preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

- a. identify, locate, and continue availability of services for children under state care or supervision who are displaced or adversely affected by a disaster;
- b. respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster, and provide services in those cases;
- c. remain in communication with caseworkers and other essential child welfare personnel who are displaced because of a disaster;
- d. preserve essential program records; and
- e. coordinate services and share information with other states.

An updated plan shall be submitted to the contract manager on a yearly basis, commencing one year from the date of acceptance of the initial plan.

16. Children's Mental Health Child Welfare Wraparound Funding

The Lead Agency agrees to deliver children's mental health services with funds identified in Attachment II of this contract for this purpose. These funds shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance and emotional disturbance, as defined pursuant to Sec. 1912 (c) of the Public Health Services Act, as amended by Public Law 102-321. These children are victims of abuse, and are in the physical care or custody of the state or at high risk for out-of-home placement. These services must be identified in the mental health treatment plan for the child or the service plan for the child as defined in s. 394.496, F.S., or the case plan for the child as described in s. 39.6011 and s. 39.6012, F.S. Any funds unexpended during any fiscal year from this fund source must be returned to the department no later than 30 days following each fiscal year.

E. LIST OF EXHIBITS

Exhibit A, REPORTS

Exhibit B, Children's Legal Services

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Exhibit A - REPORTS			
The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.			
Report Title	Format	Frequency of Report	Submit to
Administrative Reports			
Tangible Personal Property Inventory & Disposition Report	See the Tangible Personal Property Requirements and the Tangible Personal Property Inventory & Disposition Report, which are incorporated herein by reference and is maintained on the department's website	Must be completed for initial transfer of equipment, and annually on June 15 th thereafter	Contract Manager
Contingency Transition Plan	See Contingency Transition Plan, which is incorporated herein by reference and is maintained on the department's website.	Within 6 months of contract execution and 6 months prior to any end date.	Contract Manager
Emergency Preparedness Plan (COOP)	Standard contract, Sec. 1., Par. AA and F.S. Ch. 252 & Attachment. I.D. 15,	Annually, commencing one year from date of acceptance of initial plan	Contract Manager
Programmatic Reports			
Independent Living Transitional Services Critical Checklist.	See Independent Living Transitional Services Critical Checklist, which is incorporated herein by reference and is maintained on the department's website.	As required in the implementation document, which is incorporated herein by reference and is maintained on the department's website.	N/A Checklist results entered into statewide data base
Operation Full Employment Quarterly Data Summary	See Documentation and Reporting Requirement for Operation Full Employment Monthly Data Summary, which is incorporated herein by reference and is maintained on the department's website.	Quarterly, within 30 days after the beginning of each quarter: October 30 January 30 April 30 July 30	Operation Full Employment Quarterly Data Summary
Promoting Safe and Stable Families Narrative Report	See Promoting Safe and Stable Families Narrative Report, which is incorporated herein by reference and is maintained on the department's website	Quarterly, within 30 days after the beginning of each quarter:	Contract Manager
Foster Care Recruitment Plan Status	Template provided by central office	Annually	Contract Manager
Federal Reporting & Quality Management			
Civil Rights Checklist	Must use Form CP 946	Annually in May, no later than May 20 th .	Contract Manager
Child & Family Services Annual Progress and Service Report (APSR)	Instructions and format provided annually by Central Office. FFY 2008 Informs the federal agency of the state's activities for prior federal fiscal years and of upcoming activities. Needed for release of federal funds	Annually, by April 30th	Contract Manager
Child & Family Services Report (Title IV-B five year plan)	Instructions and format provided by Central Office. This report lays the groundwork for a system of coordinated, integrated, and culturally relevant family focused child welfare services. Needed for release of federal funding	Every five years. Next report due May 20014 and every 5 years thereafter	Contract Manager
Annual Quality Management Plan	Annual review and revise as necessary, or a memo indicating no revisions are needed	Within 20 days of the beginning of each fiscal year.	Contract Manager
Data input from Base and other special reviews	Web tool located at: http://apps1.dcf.state.fl.us/WebSecurity/login.aspx	Every quarter, no later than 10 working days after the end of the review quarter	Data Submitted on line and report prepared by Central Office, Office of Family Safety Quality Assurance
Reports on Quality Improvement Plan Status	Template provided by the department (5/09) which is incorporated herein by reference and is maintained on the department's website	Quarterly, within 10 days after the beginning of each quarter: October 12 January 10 April 10 July	Contract Manager

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Exhibit A- Continued

Report Title	Format	Frequency of Report	Submit to
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving federal grant funds	See Child Access and Visitation Local Service Provider Survey, which is incorporated herein by reference and is maintained on the department's website. <i>Directions for completing Report:</i> Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C. Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org. To obtain a login code and password contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.	Quarterly: 35 days after end of the reporting period. Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30	Contract Manager
Fiscal Reports			
Semi-Annual Training Expenditure Reports	See Documentation and Reporting Requirement for Child Welfare Pre-Service and In-Service Training, which is incorporated herein by reference and is maintained on the department's website.	Semi-Annually February 1, and August 1(or next business day)	Contract Manager
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the department's website	Monthly; 20 days after the end of the reporting month.	Contract Manager
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the department's website.	Monthly; 20 days after the end of the reporting month.	Contract Manager
Report of Trust Fund Totals by Client <i>(remove if provider not assuming this function)</i>	Approved by Contract Manager	Quarterly	Contract Manager
"Interest Earned Quarterly Report"	See the Interest Earned Quarterly Report format which is incorporated herein by reference and is maintained on the department's website.	Must be submitted to the department the beginning of each fiscal quarter, for the previous fiscal quarter, with the monthly invoice. CBC's who have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager
Cost Allocation Plan (CAP)	See the CBC Cost Allocation Template, which is incorporated herein by reference and maintained on the department's website	Initially and by the date of the payment request for August of each state fiscal year, as well as when changes warrant a modification	Contract Manager

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Exhibit A-Continued

Report Title	Format	Frequency of Report	Submit to
State Funds Roll-forward Report (when roll forwards are available)	See State Funds Roll-forward Report format which is incorporated herein by reference and is maintained on the department's website.	Shall be submitted on a monthly basis with the invoice to report on any expenditure of approved roll-forward amounts.	Contract Manager
CBC Monthly Actual Expenditure Report	See CBC Monthly Actual Expenditure Report format which is incorporated herein by reference and is maintained on the department's website.	To be submitted monthly except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report"	Contract Manager
CBC Final Expenditure Report	See CBC Final Expenditure Report format which is incorporated herein by reference and is maintained on the department's website.	To be submitted on the date of the payment request for September of each FY.	Contract Manager
CBC Annual Budget by Service Category"	See the CBC Annual Budget by Service Category format which is incorporated herein by reference and is maintained on the department's website.	Must be reported within 20 days from the date they receive the Schedule of Funds of each state fiscal year and when payment requests follow an amendment that revises the Schedule of Funds	Contract Manager
"CBC Functional Budget Template"	See the CBC Functional Budget Template format which is incorporated herein by reference and is maintained on the department's website.	Must be reported within 20 days from the date they receive the Schedule of Funds of each state fiscal year.	Contract Manager
CBC Invoice	See CBC Invoice which is incorporated by reference and maintained on the department's website.	Monthly, by the 20 th of the month (estimated pay for the following month)	Contract Manager
Planned Uses of State Funds Roll Forward	See Planned Uses of State Funds Roll Forward (7/1/10) which is incorporated by reference and maintained on the department's website.	Must be submitted within 30 days of receipt from department of approved amount of state funds roll forward	Contract Manager
Report on 100800 Expenditures	To be determined – This report will be required to document the appropriate expenditure of 100800 funds for use as MOE for the Mental Health block grant.		Contract Manager

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Exhibit B- Children's Legal Services

The State of Florida has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents. The Office of the Attorney General/State Attorney's Office, in its role as the provider of legal services to the department in all Chapter 39, F.S., matters, together with the State's lead agencies, case management providers and protective investigators, are charged with carrying out that responsibility. Children's Legal Services, and the Office of the Attorney General through its contractual relationship with the department, is the prosecution arm of the dependency system. Children's Legal Services (CLS) and the Office of the Attorney General or State Attorney's Office are collectively referred to herein as CLS/OAG or CLS/SAO.

The CLS Model can be analogized to that of the prosecutor. Both prosecutors and CLS attorneys have a higher ethical obligation than other lawyers. Each is expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Chapter 39 F.S., directive to ensure the health and safety of children and the integrity of families. The key partners and critical witnesses in the case are the case managers and child protective investigators who work with the children and their families through the use of family centered practice principles to provide services to help families reunify, to seek and implement other permanency options for the child, or where necessary, to work toward the termination of the parent's rights. Both are the critical eyes and ears of the attorney in the field. The case managers and child protective investigators are the experts in assessing risk and determining which clinical and/or other types of services are needed and are critical partners and witnesses in every case. Their expertise is critical to CLS attorneys in determining the proper position and recommendations made to the court.

This understanding of the role of CLS will be extremely effective in the Community-Based Care service delivery model. CLS, the Lead Agencies, the full case management providers and the protective investigators must work together at every stage of a child's case. All must feel the urgency to ensure that the child's safety and well-being is paramount and that permanency is a constant focus. One of the most critical components of the CLS Model is true collaboration and partnership between the department, the Lead Agencies and the providers. All are responsible for the safety and well-being of our children.

In light of the above overview, this Exhibit sets forth responsibilities, obligations and acknowledgements of the provider and CLS. For purposes of clarification, the terms of this Exhibit apply to any of provider's approved subcontractors. Both the provider and the subcontractors are collectively referred to in this Exhibit as "provider".

The provider and CLS agree to and acknowledge the following:

1. CLS is a statewide law firm within the Department. CLS attorneys are employed by the department and represent the State of Florida, acting through the department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, F.S. CLS's duty in representing the State is to ensure the health, safety and well being of children and the integrity of families when they come into contact with the department as a result of an allegation of abuse, abandonment or neglect.
2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings

APPENDIX VIII

Exhibit B- Continued

governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, Section 409.1451, F.S. governing Independent Living matters for children under eighteen (18) or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure including but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.

3. All documents prepared and kept by provider are available at the request of CLS. The request may be made in either written or oral form and there are no additional subpoena requirements.
4. Prior to the court hearing (timeframe may be mutually agreed upon locally), the CLS attorney and case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event that a unified position is not arrived at, local escalation is encouraged up to the Managing Attorney, Circuit Administrator, case management agency supervisory staff, lead agency leadership and further within DCF if necessary. CLS has legal decision making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the provider and DCF.
5. CLS does not provide legal representation to the provider or any of its employees for any legal action but rather works in collaboration with the Lead Agency and case management staff.
6. Reasonable oral or written notification to any provider employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a provider employee at such a proceeding.
7. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
 - Diligent Searches
 - Document Translations
 - Paternity Testing Services
 - Professional/Expert Witnesses
 - Depositions (including transcriptions)
 - Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country)
 - Publications
 - Court Records (Including transcripts from evidentiary hearings and trials)
 - Lab fees
 - Birth and Death Certificates
 - Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) affidavits

APPENDIX VIII

Exhibit B- Continued

- Home Studies
 - Interstate Compact on the Placement of Children (ICPC) Documentation Physical and psychological/psychiatric evaluations
 - Copies of all documents and reports for all required parties
8. All documents requested by CLS and prepared by the provider including but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S. and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) working days prior to hearing for review and/or filing.
 9. For review and discovery purposes, CLS will have access to provider's entire case file, either in hard copy or electronically. The provider shall also submit to CLS any additions or updates to their file in an ongoing fashion throughout all stages of a dependency and termination of parental rights cases. The provider shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the provider for any information or materials maintained by the provider and CLS shall comply with all discovery requests.
 10. The provider shall be responsible for ensuring that the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39 F.S. Juvenile Rules of Procedure, and the Florida Administrative Code.
 11. The provider shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product and shall not disclose without CLS express written permission. The provider shall implement necessary protocols to ensure that any notes within a case file relative to conversations with a CLS attorney maintain confidentiality as set forth above. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the provider as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.
 12. To the extent possible, all necessary staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. Locally, CLS attorneys will make all efforts to be available for all staffings.
 13. The provider and CLS shall ensure that all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory.
 14. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment such as prescribing psychotropic medication, the provider shall use all reasonable

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efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.

15. In the event the provider determines their inability to comply with a court order, the provider shall immediately provide written notification to the CLS attorney as well as a detailed written explanation as to why the provider is unable to comply. As a courtesy and at the request of the provider, CLS may notify the court of the provider's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. CLS will ensure all court orders are received by the provider timely so the provider is aware of what has been ordered by the Court.
16. The provider shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The provider shall conduct all diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.
17. In an effort to expedite adoptions, CLS and the provider will work together and share all necessary information regarding the status of all adoptions. The provider shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements such as completion of adoption clearance forms for CLS review. The provider is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, FAC.

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Attachment II-A CBC Schedule of Funds As of 01/01/2011

Sections A and B	Federal	State	Total
Other Fund Sources			18,631,761
Subtotal Sections A and B			18,631,761
Section C			
Maintenance Adoption Subsidies			3,333,373
Independent Living Services - Chafee Administration	134,532	33,632	168,165
Chafee Road to Independence - Scholarship	96,739	24,184	120,923
Chafee, ETV, Road to Independence	10,561	2,640	13,201
All State Funded Independent Living Services		736,846	736,846
Medicaid Administration	64,026	64,027	128,053
State Access and Visitation	12,049		12,049
SSFA Family Preservation	8,357		8,357
SSFA Family Support	220,081		220,081
SSFA Time Limited Reunification	102,143		102,143
SSFA Adoption	104,752		104,752
SSFA Community Facilitation IH	20,988		20,988
SSFA Community Facilitation OOH	24,147		24,147
PI Training	-	-	-
Legislatively Mandated Special Projects		-	-
Children's Mental Health CW Wraparound Funding		279,479	279,479
Subtotal Section C		-	5,272,557
Total All Fund Sources			23,904,318

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Attachment II-B CBC Schedule of Funds As of 07/01/2011

Sections A and B	Federal	State	Total
Other Fund Sources			37,263,522
Subtotal Sections A and B			37,263,522
Section C			
Maintenance Adoption Subsidies			6,666,747
Independent Living Services - Chafee Administration	269,065	67,265	336,330
Chafee Road to Independence - Scholarship	193,478	48,369	241,847
Chafee, ETV, Road to Independence	21,123	5,280	26,403
All State Funded Independent Living Services		1,473,693	1,473,693
Medicaid Administration	128,053	128,053	256,106
State Access and Visitation	24,098		24,098
SSFA Family Preservation	16,714		16,714
SSFA Family Support	440,163		440,163
SSFA Time Limited Reunification	204,286		204,286
SSFA Adoption	209,504		209,504
SSFA Community Facilitation IH	41,976		41,976
SSFA Community Facilitation OOH	48,294		48,294
PI Training	-	-	-
Legislatively Mandated Special Projects		-	-
Children's Mental Health CW Wraparound Funding		558,958	558,958
Subtotal Section C		-	10,545,119
Total All Fund Sources			47,808,641

APPENDIX IX

Attachment II-C CBC Schedule of Funds As of 07/01/2012

Sections A and B	Federal	State	Total
Other Fund Sources			37,263,522
Subtotal Sections A and B			37,263,522
Section C			
Maintenance Adoption Subsidies			6,666,747
Independent Living Services - Chafee Administration	269,065	67,265	336,330
Chafee Road to Independence - Scholarship	193,478	48,369	241,847
Chafee, ETV, Road to Independence	21,123	5,280	26,403
All State Funded Independent Living Services		1,473,693	1,473,693
Medicaid Administration	128,053	128,053	256,106
State Access and Visitation	24,098		24,098
SSFA Family Preservation	16,714		16,714
SSFA Family Support	440,163		440,163
SSFA Time Limited Reunification	204,286		204,286
SSFA Adoption	209,504		209,504
SSFA Community Facilitation IH	41,976		41,976
SSFA Community Facilitation OOH	48,294		48,294
PI Training	-	-	-
Legislatively Mandated Special Projects		-	-
Children's Mental Health CW Wraparound Funding		558,958	558,958
Subtotal Section C		-	10,545,119
Total All Fund Sources			47,808,641

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Attachment II-D CBC Schedule of Funds As of 07/01/2013

Sections A and B	Federal	State	Total
Other Fund Sources			37,263,522
Subtotal Sections A and B			37,263,522
Section C			
Maintenance Adoption Subsidies			6,666,747
Independent Living Services - Chafee Administration	269,065	67,265	336,330
Chafee Road to Independence - Scholarship	193,478	48,369	241,847
Chafee, ETV, Road to Independence	21,123	5,280	26,403
All State Funded Independent Living Services		1,473,693	1,473,693
Medicaid Administration	128,053	128,053	256,106
State Access and Visitation	24,098		24,098
SSFA Family Preservation	16,714		16,714
SSFA Family Support	440,163		440,163
SSFA Time Limited Reunification	204,286		204,286
SSFA Adoption	209,504		209,504
SSFA Community Facilitation IH	41,976		41,976
SSFA Community Facilitation OOH	48,294		48,294
PI Training	-	-	-
Legislatively Mandated Special Projects		-	-
Children's Mental Health CW Wraparound Funding		558,958	558,958
Subtotal Section C		-	10,545,119
Total All Fund Sources			
			47,808,641

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Attachment II-E CBC Schedule of Funds As of 07/01/2014

Sections A and B	Federal	State	Total
Other Fund Sources			37,263,522
Subtotal Sections A and B			37,263,522
Section C			
Maintenance Adoption Subsidies			6,666,747
Independent Living Services - Chafee Administration	269,065	67,265	336,330
Chafee Road to Independence - Scholarship	193,478	48,369	241,847
Chafee, ETV, Road to Independence	21,123	5,280	26,403
All State Funded Independent Living Services		1,473,693	1,473,693
Medicaid Administration	128,053	128,053	256,106
State Access and Visitation	24,098		24,098
SSFA Family Preservation	16,714		16,714
SSFA Family Support	440,163		440,163
SSFA Time Limited Reunification	204,286		204,286
SSFA Adoption	209,504		209,504
SSFA Community Facilitation IH	41,976		41,976
SSFA Community Facilitation OOH	48,294		48,294
PI Training	-	-	-
Legislatively Mandated Special Projects		-	-
Children's Mental Health CW Wraparound Funding		558,958	558,958
Subtotal Section C		-	10,545,119
Total All Fund Sources			47,808,641

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ATTACHMENT III

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

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

APPENDIX XI

ATTACHMENT IV FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. 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. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

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PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)
- 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

APPENDIX XI

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

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

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

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

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

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

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

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

PART IV: RECORD RETENTION

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

APPENDIX XI

Exhibit 1-to Attachment IV

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME :

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

Appendix XII ATTACHMENT V

TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (dated April 3, 2006) which is incorporated herein by reference and maintained on the department's website. The Waivers are for the following provisions of the Social Security Act and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

- Section 472 (a) – Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
- Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.
- Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) – Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
- All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority

OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

- Improve child and family outcomes through the flexible use of title IV-E funds;
- Provide a broader array of community-based services, and increase the number of children eligible for services; and
- Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress towards achieving each child and family's safety, well-being, and permanency goals.

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The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

- Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;
- One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
- Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
- Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
- Enhanced training for child welfare staff and supervisors in service delivery and supervisory practices;
- Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
- Long term supports for families to prevent placement recidivism.

DOCUMENTATION AND REPORTING REQUIREMENTS

- The Lead Agency agrees to document progress of implementation on a monthly basis including a basic update on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services
- The Lead Agency agrees to all financial reporting requirements as described in this contract.

EVALUATION

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this contract was made or entered into.

Signature

Date

Name of Authorized Individual

Contract Number

Name and Address of Organization

Appendix XIII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

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

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

Date

Name(type or print)

Title

Appendix XIV

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
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9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
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14. Firm Response.
15. Clarifications/Revisions.
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17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,

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- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;

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- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them

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that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

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14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida

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Statutes, 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, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. 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 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.