

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

INVITATION TO NEGOTIATE

ITN # 23SAMH9001



Suncoast Region Circuits 6, 12, 13 & 20

**To Become the Community-Based Managing Entity for
Substance Abuse and Mental Health Services in Pasco, Pinellas,
Hillsborough, Manatee, DeSoto, Sarasota, Charlotte, Glades, Hendry,
Lee & Collier Counties**

MAIL OR DELIVER REPLIES TO:

**Lois Admire, Procurement Manager
Department of Children and Families
Contract Management Unit
9393 North Florida Ave, Suite 1100
Tampa, Florida 33612**

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SECTION 1: INTRODUCTION AND PURPOSE

1.1 Statement of Need

The mission of the State of Florida Department of Children and Families (DCF) is to “Protect the Vulnerable, Promote Strong and Economically Self-sufficient Families, and Advance Personal and Family Recovery.”

Within DCF, the Substance Abuse and Mental Health (SAMH) Program Office programs are responsible for the planning and administration of Federal and state funded behavioral health services. The SAMH Program Office works closely with local service providers and various state and local governmental agencies to promote the goal that “Persons with or at risk of substance abuse and or mental illnesses live, work, learn and participate fully in their community.”

At the local level, DCF is organized geographically by circuits grouped into regions. The SunCoast Region is comprised of four circuits spanning eleven counties. The four circuits and eleven counties are:

SunCoast Region	
Circuit	Counties
6	Pinellas, Pasco
12	Sarasota, Manatee, DeSoto
13	Hillsborough
20	Charlotte, Glades, Lee, Hendry, Collier

The SunCoast Region finds that unmet behavioral health needs constitute significant health problems for residents, are a major economic burden through increased demand on parallel state and local governmental community programs and limit an individual's ability to live, work, learn and participate fully in their community.

During the 2007-2008 fiscal year, the SunCoast Region SAMH had an estimated total target population of 487,553 and a total number served of 95,199 as follows:

Population	Total	Served*
Children's Substance Abuse	37,887	13,240
Adult Substance Abuse	296,445	24,205
Children's Mental Health	73,884	17,888
Adult Mental Health	79,337	39,866
Totals	487,553	95,199

*Substance Abuse & Mental Health numbers served FY07 -08 per Dashboard, 10/30/08.

It is the intent of the SunCoast Region to transfer to a managing entity the administration, management, support, and oversight of designated department funded behavioral health services in the SunCoast Region through this Invitation to Negotiate (ITN). The managing entity shall achieve administrative cost savings and efficiencies across the network of subcontractors, maximize the amount of contract funds available for the provision of services, expand service capacity, and develop the necessary infrastructure, thereby increasing the SunCoast Region's ability to meet the behavioral health needs of the community. The resulting service system will increase access for those in need of care, improve the coordination and continuity of care for vulnerable and high risk populations, and redirect service dollars from restrictive care settings to community-based recovery services.

1.2 Statement of Purpose

Pursuant to section 394.9082, F. S., the Department of Children and Families SunCoast Region SAMH Program Office, hereinafter referred to as the "department", is seeking to identify prospective vendors who are qualified community-based non-profit 501(c)3 organizations with demonstrated experience in the public sector that are interested in serving as a managing entity. The managing entity shall administer, manage, support, and provide oversight of SAMH services through a region-wide comprehensive behavioral health system of care composed of direct service subcontractors in Pasco, Pinellas, Hillsborough, Manatee, DeSoto, Sarasota, Charlotte, Glades, Hendry, Lee & Collier Counties.

The department's mission, "Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency" will be the philosophy of care that the contracted managing entity will embrace in partnership with the department as stewards of the public trust; ensuring accountability, efficient operations, and effective service delivery. The managing entity shall be proactive and innovative in utilizing individuals served, consumer groups, and local stakeholders as the driving force in the recovery and resiliency based service array.

The operating costs of a managing entity will be funded through funds received from the department and savings and efficiencies achieved by the managing entity. The department recognizes that managing entities will have infrastructure development costs during the initial phase of the contract that result in higher administrative costs. However, the department is committed to maximizing the amount of contract funds available for the provision of services and will require an administrative cost reduction plan as specified in **Section 5.3.k** of this ITN.

A formal Transition Plan for assuming responsibility of the administration, management, support, and oversight of services will be mutually developed between the new managing entity, the department and any existing managing entity currently under contract with the SunCoast Region. The Transition Plan will be completed after the award appeal notice period and prior to execution of the resulting contract.

In addition to demonstrated compliance with requirements of this ITN, the selected managing entity will complete the following tasks prior to execution of a contract:

- Develop, in partnership with the department and any current contracted Managing Entity and/or administrative service organization, an approved Transition Plan. If there is no Managing Entity and/or administrative service organization, the Transition Plan must be developed in partnership with the department and any current contracted service providers;
- Obtain department approval of the Managing Entity's Line-Item Budget;
- Submit and obtain approval from the department of an Administrative Cost Reduction Plan (as described in **Section 5.3.k**);
- Obtain department approval of a Network Management Plan (as described in **Section 5.3.c**) ;
- Demonstrate that the Managing Entity can perform the ten baseline functions (as described in **Section 1.3** below) ;
- Demonstrate creative and innovative approaches to service system management leading to cost efficiencies; and
- Conform to elements of readiness required as a result of the department's on-site readiness review to ensure operational capacity to satisfactorily perform the required duties. The Readiness Assessment is incorporated by reference and will be electronically posted along with this solicitation document Department of Management Services Florida Communities Network (FCN) at the following web site:

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

1.3 Baseline Functions

There are ten baseline functions that any managing entity must provide, as follows:

Function 1. System of Care Development and Management — Substance abuse and mental health services that are coordinated and developed into an integrated network of services accessible and responsive to individuals in need of these services, as well as their families, and community stakeholders. To accomplish this, managing entities support the application of evidence-based practices through contracting requirements, program development and design, training, quality improvement activities, and the development of mechanisms for care management and service coordination. For the purposes of this procurement, system of care development and management will include the following elements:

- Demonstrating a collaborative approach to service delivery with diverse community stakeholders ensuring a community-driven and provider supported system of care;
- Implementing a comprehensive, continuous integrated system of care model to address the needs of individuals with co-occurring substance use and mental disorders;
- Integrating behavioral health services with the network of child welfare service subcontractors;
- Implementing a children's system of care that is family centered, that focuses on increasing the child's ability to successfully cope with life challenges and build resiliency, and that works in partnership with the department and other state agencies to manage the children's system of care;

- Implementing a system of care that is consumer focused, supports the individual and family, sustains recovery, builds resiliency, and optimizes the partnership with the department and other stakeholders;
- Demonstrating an approach to providing services designed to meet the unique cultural and linguistic needs of the community to be served;
- Demonstrating methods to be used to ensure access to the appropriate level of care within each geographical Circuit within the SunCoast Region;
- Demonstrating that the managerial approach ensures full transparency of business related to the management and oversight of public funds; and
- Demonstrating that vendor's vision, mission, guiding principles, core values, and history support a community-based service approach capable of addressing tasks defined in **Section 5.3** of this procurement document.

Function 2. Utilization Management -- Systems to ensure cost-effective and clinically appropriate utilization of treatment services. For the purposes of this procurement, the specific goals of utilization management include the elimination/management of wait lists, the maximum utilization of treatment resources, and the delivery of clinically appropriate services. Utilization management systems may include preauthorization for some services as well as retrospective reviews and focused reviews of individuals receiving services and subcontractors whose utilization of services is outside of expected parameters. Utilization management includes methods used to manage the system of care to ensure access to the appropriate level of care. These methods may include programs of intervention and/or diversion. Utilization management includes not only managerial and supervisory strategies, methods and tools to ensure timely access to care, but also includes processes to promote continuous improvement to manage resources. The department is interested in a system of care that allows electronic utilization management including treatment authorization and management reports.

Function 3. Network/Subcontract Management -- The process whereby the managing entity conducts a systematic organized review of a subcontractor's operations and service provision in order to give reasonable assurance that the subcontractor is complying with subcontract requirements, rules, regulations and laws applicable to the subcontractor's contract performance. An outline of a network management plan must be submitted in the vendor's reply to this ITN which describes how duties will be implemented and what efficiencies may be attained as a result of this contract (see Section 5.3.c).

For the purposes of this procurement, network management includes processes by which accountability for performance and quality of services from subcontractors will be ensured and will include, at a minimum, the following elements:

- Invoice validation;
- Cost containment measures taken;
- Ensuring compliance with federal and state requirements, as appropriate;
- Use of risk assessment;
- Administrative and financial monitoring;
- Review of system efficiencies;
- Performance incentives;
- Incident reporting;
- Civil rights compliance;

- Access to services;
- Cultural and linguistic competence;
- Employee background screening;
- Individual service recipient rights;
- Tracking of corrective action and follow-up;
- Reporting of monitoring results to department; and
- Individuals served and subcontractor satisfaction surveys.

Function 4. Quality Improvement --- A series of management techniques and processes used to assess and improve internal managing entity operations and network services. Quality improvement focuses on organizational systems of network members' performance and seeks to continuously improve quality of services provided. The managing entity will establish a clearly delineated quality improvement program that provides for the meaningful involvement of managing entity staff members, subcontractor organizations, and individuals served and other stakeholders. The program will include the following elements:

- Establishing quality improvement goals and objectives;
- Developing reliable and valid performance measures;
- Measuring performance in relation to the managing entity's performance and the performance outcomes established at the federal and state levels;
- Making continuous and progressive improvements, and measuring the impacts of these improvements;
- Reviewing performance in relation to utilization management targets;
- Reviewing the results of quality assurance reviews, critical incident reports, and grievances and appeals, and using this information to initiate system improvements;
- Identifying service problems and improvement opportunities;
- Measuring individuals served and subcontractor satisfaction;
- Developing quantitative indicators, outcomes and outputs that can be used by the department to objectively measure a subcontractor's performance and used by the managing entities and subcontractors to improve services; and
- Providing training and technical assistance to subcontractors.

Function 5. Technical Assistance/Training – Managing entities provide technical assistance and training to subcontractors in two broad areas. First, they provide training and technical assistance to help them perform network-functions, such as invoice submission and participation in network quality improvement activities. The second area is training and technical assistance to help them implement quality of care including the implementation of evidence-based practices, such as the application of process improvement methods to improve coordination and access, the use of evidence-based treatment protocols, and providing services that are culturally and linguistically appropriate. The managing entity may provide the technical assistance and training directly or arrange for the provision of these.

Function 6. Data Collection, Reporting, and Analysis -- Activities that use data elements to track cost, utilization, quality of care, access to services, and individuals served outcomes within the network of subcontractors. For the purposes of this procurement, data collection, analysis and reporting will include the following elements:

- Demonstrating accuracy and timeliness of data submitted into the Substance Abuse and Mental Health Information System (SAMHIS);
- Demonstrating that data submitted into SAMHIS complies with department Pamphlet 155-2;
- Demonstrating privacy and security of these data in compliance with all applicable federal and state laws and regulations;
- Demonstrating how information will be monitored and tracked and how technical assistance and training and other corrective action will be provided;
- Demonstrating capacities of data system to track and monitor utilization of services across the system of care; and
- Describing approaches for the future integration of appropriate data among SAMHIS, Florida Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the department. (This data system integration is intended to facilitate integration of the substance abuse, mental health, and child welfare systems).

Although vendors are not expected to invest in electronic health records (EHR) for the purposes of this procurement, the department is interested in replies that demonstrate capacities of a vendor's data system to perform various EHR functions, including but not limited to standardized screening and assessment instruments; automated referral and electronic consent; State of Maryland Automated Record Tracking (SMART) treatment plan and review; integrated intake, admission, discharge and follow-up processes; ability to generate Medicaid billing and payment; service recipient financial and clinical eligibility, and invoice payment and claims adjudication and treatment authorization management.

Function 7. Financial Management — Financial management activities include the following elements:

- Negotiating and developing administrative costs and service rates within the parameters established by the department;
- Developing contracts that allocate funds according to department utilization targets and reallocating funds according to shifts in utilization patterns;
- Paying invoices and verifying the accuracy of the invoices submitted by subcontractors;
- Managing departmental funding streams according to State and Federal requirements;
- Effectively utilizing State, Federal, and Local funds;
- Securing, managing and leveraging other sources of funding;
- Developing and managing a budget based on departmental requirements;
- Achieving efficiencies by consolidating subcontractor operational functions;
- Reinvesting efficiencies into the system of care or infrastructure development designed to continuously improve the quality of services and maximize capacity in partnership with department staff; and
- Redirecting service dollars from restrictive care settings to community-based recovery services.

Function 8. Planning – The managing entity has two important planning roles each year. The managing entity is the source of performance, utilization, and other network information used by the department in formulating its plans, including the Substance

Abuse and Mental Health Services Plan, the Annual Business Plan, and the Long Range Program Plan. Second, the managing entity's annual operational plan, subject to the approval of the department, is the vehicle for identifying the network's goals, objectives, and improvements. The managing entity is expected to participate in departmental planning processes at the state, regional, and circuit levels as appropriate.

Function 9. Board Development and Governance — Includes responsibility for developing a governing body that is representative and that, at a minimum, includes individuals served and family members, appropriate community stakeholders and organizations, and subcontractors of substance abuse and mental health services. For the purposes of this procurement, the department has a strong preference that a majority of Board members represent individuals served, family members and appropriate community stakeholders.

Function 10. Disaster Planning and Responsiveness — Includes working collaboratively with the department and taking direction from department staff for any disaster-related preparedness or response activities. For the purposes of this procurement, the vendor should be prepared to discuss an outline of a Regional Disaster Plan during negotiations that reflects the managing entities planned involvement with community based disaster plans.

1.4 Term of Contract

The department shall enter into a contract as a result of this ITN for an initial term to begin no sooner than November 1, 2009 and remain in effect through June 30, 2012. The contract awarded as a result of this ITN may be renewed for a period that may not exceed three (3) years, or the term of the original contract whichever period is longer. Any such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations of the selected vendor, as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

In accordance with subsection 394.9082 (10), F.S., the department is authorized to write and develop rules implementing alternative methods of payment, including case rates, capitation, and fee for service. In the event of successful rule promulgation, rates and methods of payment for services rendered under this contract shall be renegotiated with the selected vendor consistent with any revisions made to 65E-14 Florida Administrative Code (F.A.C.), or other applicable administrative rule or other statutory authority.

1.5 Definitions

Contract Terms:

Contract terms used in this ITN can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference, and is available upon request from the Procurement Manager for this ITN.

Program and service specific terms can be found at www.dcf.state.fl.us/mentalhealth.

For the purposes of this ITN, the following words or phrases have the meanings defined herein.

Administrative Cost — Expenses incurred to manage the behavioral health system under and pursuant to this ITN and its resulting contract, including: contract management activities, subcontractor billing, accounting, information technology services, processing and investigating grievances and appeals, planning, program development, program evaluation, personnel management, staff development, and training, subcontractor auditing and monitoring, utilization review, and quality assurance/improvement. Administrative costs do not include expenses related to direct provision of behavioral health services including case management.

Behavioral Health Network (BNet) - A statewide network of Providers of Behavioral Health Services who serve Medicaid ineligible children with mental health or substance abuse disorders who are determined eligible for the Title XXI part of the KidCare program.

Behavioral Health Services – Mental health services and substance abuse prevention and treatment services as defined in Chapters 394, 397, and 916, F.S., which are provided using state and federal funds.

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 the local communities.

Consumer-Focused – A system of care that focuses on the needs of the individuals being served.

Co-occurring Disorder – Most often defined as at least one mental illness disorder and one substance abuse disorder, where the mental disorder and substance abuse disorder can be diagnosed independently of each other.

Cultural and Linguistic Competence- A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enable effective work in cross-cultural situations that provides services that are respectful and/or responsive to cultural and linguistic needs. (National Standards for Culturally and Linguistically Appropriate Services in Health Care Final Report, OMH, 2001).

Evidence-Based Practices – for the purposes of this ITN, an evidence-based practice is one that is based on accepted practices in the behavioral health profession and is supported by research, field recognition, or published practice guidelines.

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.

Incompetent to Proceed (ITP) - as defined in chapter 916 F.S., means unable to proceed at any material stage of a criminal proceeding, which shall include trial of the case, pretrial hearings involving questions of fact on which the defendant might be expected to testify, entry of a plea, proceedings for violation of probation or violation of community control, sentencing, and hearings on issues regarding a defendant's failure to comply with court orders or conditions or other matters in which the mental competence of the defendant is necessary for a just resolution of the issues being considered.

Indigent Drug Program (IDP) – A program that allows the Department of Children and Families to purchase medications for individuals who are indigent.

Individual(s) Served - (synonymous with recipients and persons who are receiving services) – Any person who is receiving services in any substance abuse or mental health program whose cost of care is paid, in part or in whole, by the department, Medicaid, Medicaid capitated managed care organizations, or local match.

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 individuals served and family. Information systems must be designed to support this approach.

Juvenile Incompetent to Proceed (JITP) - "Child" or "juvenile" or "youth" as defined in chapter 985, F.S., as any unmarried person under the age of 18 who has not been emancipated by order of the court and who has been found or alleged to be dependent, in need of services, or from a family in need of services; or any married or unmarried person who is charged with a violation of law occurring prior to the time that person reached the age of 18 years.

Managing Entity – A corporation that is organized in the State of Florida, as required by **Section 5.3.i.** of this ITN, is designated or filed as a nonprofit corporation under s. 501(c)3 of the Internal Revenue Service and is under contract to the department to manage the day-to-day operational delivery of behavioral health services through an organized system of care.

Network (synonymous with subcontractor of behavioral health services): Direct service agencies that are under contract with a managing entity and that together constitute a comprehensive array of emergency, acute care, residential, outpatient, recovery support, and consumer support services.

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 individuals served, or users of the services.

Principles of Recovery - The principles include choice, hope, trust, personal satisfaction, interdependence, and community involvement. Services should be

strength-based, focusing on the person's competencies, and treatment should focus on the whole person, not solely on mental health and substance abuse needs. The objective is to help individuals regain their roles and independence in the community so that they may live meaningful and purposeful lives; reflective of themselves not the diagnosis they are given.

Projects for Assistance in Transition from Homelessness (PATH) – A Federal grant to support homeless individuals with behavioral health needs.

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 subsection 501(c)(3) of the Internal Revenue Code.

Quality Improvement – Continuous internal improvements in service provision and administrative functions. These include 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. For the purposes of this procurement, quality improvement will include quality assurance functions such as periodic external review activities conducted by the department and the managing entity to assure that the agreed upon level of service is achieved and maintained by the managing entity 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.

Readiness Assessment – A formalized process to determine the operational capacity of a managing entity to satisfactorily perform required duties.

Reply - A document submitted in reply to an Invitation to Negotiate procurement document to be considered for contract award as a managing entity for the department.

Resiliency – The ability to rebound from adversity, trauma, tragedy, threats, or other stresses and to go on with life with a sense of mastery, competence, and hope.

State of Maryland Automated Record Tracking (SMART) - A consumer-centered, web-native personal health records system that employs the security and privacy practices including data encryption in both storage and transmission. It is accessible 24 hours 7 days a week to all consumer-authorized users from any web-connected computer.

Stakeholders – Individuals/groups with an interest in the provision of treatment services for substance abuse, mental health services and/or co-occurring disorders in the SunCoast Region. Especially, but not limited to: dependency, drug courts, lead community-based care child welfare agencies, child protection investigators, substance abuse and mental health service subcontractors, primary and emergency care providers, schools, Department of Corrections, Department of Juvenile Justice, Department of Health, prevention coalitions, circuits, business community, homeless coalitions, the National Alliance for the Mentally Ill, and consumer networks.

Statewide Inpatient Psychiatric Programs (SIPP) – residential inpatient facilities under contract with the Agency for Health Care Administration under the Medicaid IMD

waiver for children under age 18 to provide diagnostic and active treatment services in a secure setting.

Subcontractor of Behavioral Health Services (synonymous with Network): Direct service agencies that are under contract with a managing entity and that together constitute a comprehensive array of emergency, acute care, residential, outpatient, recovery support, and consumer support services.

System of Care – SAMH services that are coordinated and developed into an integrated network of services assessable and responsive to the needs of substance abuse and mental health individuals served, their families and community stakeholders.

Temporary Assistance to Needy Families (TANF): - Cash assistance for families, including any family receiving cash assistance payments of TANF diversion services from any state program pursuant to the provisions of section 414.1585 and subsection 414.0252(9), F.S.

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 SunCoast Region. Except as provided in **Section 2.5(b)**, the contact point for **all** communication regarding this ITN is:

Lois Admire, Procurement Manager
Department of Children and Families, SunCoast Region
9393 North Florida Avenue, Suite 1100,
Tampa, FL 33612
Telephone: (813)558-5743
Electronic Mail: Lois_E_Admire@dcf.state.fl.us

To ensure proper delivery, all U.S. Postal Service or other common courier mail must be clearly labeled with all of the above identifying information.

2.2 Posting

The ITN documents(s), all notices, decisions and intended decisions and other matters relating to the procurement will be electronically posted on the Department of Management Services Florida Communities Network (FCN) at the following web site:

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

The department reserves the right to amend, modify, supplement or clarify this ITN at any time in its sole discretion. The electronic posting on the MyFlorida.com website is the official posting. It is the responsibility of interested vendors to check the MyFlorida.com Vendor Bid System website for the following:

1. Changes to the solicitation
2. Other documents referenced by the solicitation (Appendices A -K)

3. Responses to written inquiries
4. Notice of Intent to Negotiate
5. Notice of Intent to Award

The posting will remain for 72 hours after it is posted.

The department may also post the evaluation and the Notice of Intended Award or other information or notice relating to the procurement at the following location:

Department of Children and Families
SunCoast Region
9393 North Florida Ave
Tampa, FL 33612

Notice is specifically given, however, that this secondary posting is not an official posting and that any protest must be filed within 72 hours of the official posting on the internet as described above. Physical posting will not extend the time permitted within which to file a protest. It is the responsibility of those submitting a reply to the solicitation to obtain the results from the internet posting in sufficient time to protect their own interests should they care to do so. Likewise, any faxed information with regard to the results of this procurement will not extend the time limits set out in subsection 120.57(3), F.S.

The vendor should obtain the solicitation document(s) from the myflorida.com vendor bid system, as listed above.

2.3 Vendor Disqualification

Failure to have performed any contractual obligation 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.

2.4 Independent Preparation of Reply

A vendor shall not, directly or indirectly, collude, consult, communicate or agree with any other vendor as to any matter related to the reply each is submitting. Additionally, a vendor shall not induce any other vendor to submit or not to submit a reply.

A vendor shall submit an attestation that it did not, directly or indirectly, collude, consult, communicate or receive information from current or previous department staff as to any matter related to the reply.

2.5 Limitations on Contacting Department Personnel

a. General Rule

Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period following the department's posting

of the notice of intended award, excluding Saturdays, Sundays, and state holidays, department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in **Section 2.1** above or as provided in **Section 2.5 (b)** of this ITN.

b. Contact During the Negotiations Phase

During the negotiations phase of this solicitation as provided in **Section 8.4** of this ITN, (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the department is negotiating and the negotiations team for the department is permissible, but only during the negotiations meetings and (ii) communication between the lead negotiator for the prospective vendor(s) with whom the department is negotiating and the lead negotiator for the department outside of the negotiations meetings is permissible so long as it is in writing.

c. Contact After the Posting of the Notice of Intended Award.

During the 72-hour period following the department's posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, prospective vendors or persons acting on their behalf may not contact department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in **Section 2.1** above or the department's lead negotiator appointed pursuant to **Section 8.4** of this ITN.

d. Violations of Sections 2.5(a) or 2.5(c)

Violation of the provisions of **Sections 2.5(a) or 2.5(c)** of this ITN may be grounds for rejecting a reply. A violation of **Section 2.5(a) or 2.5(c)** of this ITN that occurs by a written communication by or on behalf of a prospective vendor shall not be determined to be anticompetitive if it is not opened, read, or acted upon by any department personnel, in which case the department may, but shall not be required to, reject the reply from the prospective vendor on whose behalf the prohibited contact was made. A violation of **Section 2.5(a) or 2.5(c)** of this ITN that occurs by an oral communication by or on behalf of a prospective vendor shall not be determined to be anticompetitive if at the time of the prohibited communication the department personnel contacted advises the offender that the department personnel contacted may not take or receive the communication or discuss the matter and it is not acted upon by any department personnel, in which case the department may, but shall not be required to, reject the reply from the prospective vendor on whose behalf the prohibited contact was made.

e. All written communications as referred to in this **Section 2.5** are subject to the public records law.

2.6 Prohibition of Gratuities

By submission of a reply, a prospective vendor certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such reply or subsequent contract in violation of the provision of Chapter 112, F.S. Any contract issued as a result of this ITN may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

2.7 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME	ADDRESS
ITN Advertised and Released.	May 18, 2009 Monday	4:00 pm	Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Notice of Intent to Submit a Reply to be received by the department (not mandatory)	June 1, 2009 Monday	4:00 pm	Lois Admire, Procurement manager Department of Children and Families 9393 North Florida Ave, Suite 100 Tampa, Florida 33544
Vendor's Conference To be held (not mandatory)	June 3, 2009 Wednesday	1:00 pm	SunCoast Regional Headquarters 9393 N. Fl. Ave, Tampa, Fl 33612
Deadline for Submission of Inquiries	June 5, 2009 Friday	4:00 pm	Lois Admire, Procurement Manager Department of Children and Families 9393 North Florida Ave, Suite 1100 Tampa, Florida 33544
Deadline for department's Response to Inquiries:	June 19, 2009 Friday	4:00 pm	Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies must be received by the department:	July 14, 2009 Tuesday	4:00 pm	Lois Admire, Procurement Manager Department of Children and Families 9393 North Florida Ave, Suite 1100 Tampa, Florida 33544
Reply Opening and Review of Mandatory Criteria	July 14, 2009 Tuesday	4:15 pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Evaluation Team Meeting	July 16, 2009 Thursday	1:00 pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Debriefing Meeting of the Evaluation Team:	August 3, 2009 Monday	1:00 pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Anticipated Posting of Response Scores and Notice of Intent to Negotiate	August 3, 2009 Monday	4:00 pm	Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Negotiation Meeting(s)	August 7, 2009 Friday	Vendor A 9:00am Vendor B 12:00pm Vendor C 3:00pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Anticipated Negotiation Meeting(s)	August 12, 2009 Wednesday	Vendor B 9:00am Vendor C 12:00pm Vendor A 3:00pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Anticipated Negotiation Meeting(s)	August 19, 2009 Wednesday	Vendor C 9:00am Vendor A 12:00pm Vendor B 3:00pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612
Anticipated Negotiation Meeting(s)	August 26, 2009 Wednesday	Vendor A 9:00am Vendor B 12:00pm Vendor C 3:00pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, Fl 33612

ACTIVITY	DATE	TIME	ADDRESS
Anticipated Negotiation Meeting(s)	August 31, 2009 Monday	Vendor B 9:00am Vendor C 12:00pm Vendor A 3:00pm	SunCoast Regional Headquarters 9393 North Florida Ave, Tampa, FL 33612
Anticipated Posting of Notice of Intent to Award	September 1, 2009 Tuesday	4:00 pm	Electronic Posting site: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Effective Date of Contract	On or before November 1, 2009	N/A	NA

2.8 Notice of Intent to Submit a Reply

Vendors wishing to submit a notice of their intent to submit a reply may do so by sending correspondence to the contact person specified above.

2.9 Information Regarding Addenda to this ITN

Information regarding any addenda to this ITN and copies of written official departmental responses to questions submitted will be electronically posted on the Department of Management Services at the following web site:

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

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

2.10 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 2.7**. The purpose of the vendor's conference is to review the contents of the ITN. Prospective vendors and interested parties will have the opportunity to present oral questions regarding this ITN. The department will make a reasonable effort to provide answers at that time. However, oral answers and discussions are not binding on the department. All oral questions presented at the vendor's conference must be followed by a written inquiry. Official responses to all inquiries raised at the vendor's conference will be provided pursuant to **Section 2.11** of this ITN. Only those communications, which are in writing from the department, may be considered as authorized on behalf of the State.

Attendance at the vendor's conference is encouraged but not required of prospective managing entities and is not a prerequisite for acceptance of replies from individuals or firms.

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

2.11 Inquiries and Responses

All inquiries submitted verbally 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 2.7**. Only written inquiries may be submitted. Phone calls and faxes are not permitted. Written inquiries may be submitted either by hand delivery, courier, U.S. Postal Service, or via email. 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 2.9**, by the time and date specified in **Section 2.7**. The department reserves the right to post responses to written inquiries prior to the time and date specified in **Section 2.7**, if determined necessary for the successful completion of this procurement.

If E-mail inquiries are submitted by a vendor, the department will respond with an e-mail indicating that the inquiry has been received and the response will be posted according to **Section 2.7 Schedule of Events and Deadlines**. If the vendor does not receive confirmation within 48 hours that their E-mail has been received, it is strongly advised that the vendor resubmit the email.

2.12 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 2.7** 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 vendor.

2.13 Acceptance of Replies

a. Reply Deadline

All replies must be received by the Procurement Manager identified in **Section 2.1** at the time, date and address specified in **Section 2.7** 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 by the Procurement Manager at the specified place and by the specified date and time will be rejected as non-responsive 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 services, or give the vendor an advantage or benefit not enjoyed by other vendors, and does not adversely impact the interests of the department. The determination of minor irregularities is at the sole discretion 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 vendor are rejected and shall have no force and effect. The department reserves the right to reject any and all replies or to withdraw the ITN even after an award, when to do so would be in the best interest of the State of Florida.

2.14 Posting of Reply Scores

The results of the reply scoring shall be posted electronically in accordance with the Schedule of Events described in **Section 2.7**.at:

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

2.15 Posting of Intent to Award

The results of the negotiation activities including posting of intended award shall be posted electronically in accordance with the Schedule of Events and Deadlines described in **Section 2.7** at:

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

The department reserves the right to post the intended award prior to the time and date specified in **Section 2.7**, if determined necessary for the successful completion of this procurement.

2.16 Fidelity Bond

The selected 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 paragraph I.G. of the Standard Contract, entitled Insurance. No payments shall be made to the managing entity until the fidelity bond is in place, and approved by the department in writing.

2.17 Protest or Disputes

Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation, decision, or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. 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), Florida 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.

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.

2.18 Trade Secrets

The department will attempt to afford protection from disclosure of any trade secret as defined by subsection 812.081, F. S., when clearly identified as such in the reply to this ITN, to the extent permitted under subsection 815.04, F.S., and Chapter 119, F.S. Any vendor acknowledges, however, that the protection afforded by subsection 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

This section describes requirements applicable to the selected vendor; hereinafter referred to as the managing entity.

3.1 General Statement

It is the intent of the department to contract for the administration, management, support, and oversight of department funded behavioral health services in the SunCoast Region. The managing entity may subcontract with qualified, direct service, community-based organizations to provide behavioral health services to children, adolescents, adults, and elders as the department is authorized to do in subsection 394.74 F.S. and Chapters 397 and 916, F.S., which are consistent with the SunCoast Region section of the State Substance Abuse and Mental Health Services Plan: 2007-2010, updated October 2008. The managing entity will provide administrative and programmatic oversight to ensure that subcontractors comply with all services and other requirements of the resulting contract. In addition, the managing entity will ensure a seamless transition of management and oversight from the department and/or any managing entity currently under contract with the department.

The managing entity shall, at a minimum, adhere to the principles of recovery and resiliency, in the development, implementation, and delivery of behavioral health

services, both individually and through the management and oversight of the subcontractor network. Individuals are able to recover more quickly when their hope is encouraged, life roles are defined, spirituality is considered, culture is understood, and when educational and social needs are considered. To this end, the managing entity (and its subcontractors, as appropriate) will:

- promote dignity and respect for all individuals served and their families;
- incorporate a broad array of services and supports (e.g., physical, emotional, clinical, social, educational, spiritual, and age specific);
- ensure services meet the individual's needs and strengths, and ensure that individual differences are considered and valued across the life span;
- ensure that services are provided throughout the community in the least restrictive setting ;
- ensure that services are accessible within reasonable driving distance and at times convenient to the service recipient;
- ensure that services are coordinated across the service delivery system;
- ensure that intervention and treatment services focus on the whole person;
- ensure assessment and treatment is from a holistic approach which promotes the treatment of co-occurring SAMH disorders;
- follow the Principles of Recovery which include choice, hope, trust, personal satisfaction, interdependence, and community involvement;
- ensure that services will be provided from a strength-based perspective, focusing on the person's competencies;
- ensure that children's services will be family centered, focusing on increasing the child's ability to successfully cope with life challenges and build resiliency;
- implement a system of care that is consumer focused, supports the individual and family, sustains recovery, builds resiliency, and optimizes the partnership with the department and other stakeholders; and
- ensure that cultural and linguistic competence is provided throughout the system of care.

3.2 Programmatic Authority

Subsections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, 394.9082, 397.305(2), 397.321, and 916, F.S., provide the department with the authority to contract for these services. The managing entity must comply with all applicable Federal and state laws, regulations and department or program guidelines. The managing entity must also comply with any other applicable Federal or state laws, court orders, administrative rules, and any department regulations that may be enacted during the service period of the anticipated contract.

3.3 Eligible Vendors/Public Entity Crime

Eligible vendors are those nonprofit agencies organized as required by **Section 5.3.i.** of this ITN with a history of successfully organizing, managing, and/or delivering effective community-based behavioral health services to children, adolescents, adults, elders, and families.

Pursuant to subsection 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 subsection 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.

3.4 Scope of Service

The managing entity will deliver a comprehensive array of behavioral health services in the state of Florida to eligible children, adolescents, adults, elders, and families in all SunCoast Region counties, which include Pasco, Pinellas, Hillsborough, Manatee, Sarasota, DeSoto, Charlotte, Glades, Lee, Hendry, and Collier. Services will begin no earlier than **July 1, 2009** and will be provided through **June 30, 2012**.

Further descriptions of individuals to be served can be found in **Sections 3.6** and **3.7** of this ITN. The managing entity shall be required to perform all service tasks set forth in **Section 3.10** of this ITN and the resulting contract. The managing entity shall collaborate with and integrate into the scope of services any awards, initiatives, or grants received by the department.

Behavioral health services shall include, but are not limited to, the services listed below, covering the following broad categories:

- Crisis Intervention Services focusing on mobile crisis intervention, acute crisis stabilization in a secure setting, telephone intervention;
- Detoxification services in residential and outpatient settings utilizing medical and clinical procedures;
- Forensic services including diversion from the criminal justice system, in-jail services, competency restoration and monitoring of individuals on conditional release monitoring for compliance with court orders;
- Coordination of SAMH services for inmates approaching the End of Sentence (EOS);
- Mental health services for individuals charged with misdemeanor offenses including diversion, case management services, and monitoring of individuals on conditional release for compliance with court orders;
- SAMH treatment services including various levels of residential, outpatient treatment, and recovery support services at varying levels of support; assessment, evaluation, screening, counseling, therapy, medication management, residential short-term treatment, and Community Comprehensive Services Teams (CCST);
- Rehabilitation services such as Supported Employment, Transitional Employment and Clubhouse;
- Florida Assertive Community Treatment (FACT);
- Medication management and education;
- Information and Referral services 24 hours a day, 7 days per week;

- Recovery Support Services involving, case management/resource coordination, home care training, self-help/peer services, supported housing, and incidental/support funds;
- Provision of Certified Peer Specialist services;
- Temporary Assistance to Needy Families (TANF) program;
- Projects for Assistance in Transition from Homelessness (PATH) program;
- Indigent Drug Program (IDP);
- Behavioral Health Network (BNet) program;
- Juvenile Incompetent to Proceed (JITP) program;
- Children's mental health intensive in-home and wrap-around services with the purpose of diverting Seriously Emotionally Disturbed children from residential care;
- Management of children's mental health residential mental health services;
- Training and Education to individuals served, families, professionals working within the subcontractor network and stakeholder, covering topics such as Marchman Act, Baker Act, emerging technologies, best practices, evidence-based practices listed by the Substance Abuse and Mental Health Services Administration (SAMHSA) National Outcome Measures, performance achievement, Florida Forensic system training, coordination of case management trainings and others as appropriate;
- Prevention services designed to preclude the development and/or exacerbation of substance abuse problems and mental health disorders; and
- Other services as listed in Chapters 394, 397, and 916, F.S., and in the contract resulting from this ITN

The department may add or delete specific services.

3.5 Major Program Goals

The primary goal of Substance Abuse and Mental Health Programs is to promote the reduction of substance abuse and improve the mental health and lives of the citizens of the state by making substance abuse and mental health treatment and support services available through a comprehensive, integrated community-based system of care and to engage and encourage persons with or at risk of substance abuse and/or mental illness to live, work, learn and participate fully in their community.

The goals of the managing entity are to:

- improve financial and programmatic accountability to achieve performance outcomes and standards in the most cost effective and efficient manner possible;
- plan and deliver a locally accessible full continuum of care through needs assessments inclusive of individuals served, families, and community stakeholders;
- continuously improve the quality of care through the systematic use of evidence-based practices;
- provide early diagnosis, prevention, intervention, and treatment to enhance recovery and prevent hospitalization;
- promote specialized services to residents of assisted living facilities;
- ensure co-occurring disorders are assessed and treated effectively;
- promote innovative services to elder adults enabling them to live in the least restrictive care settings;

- work in collaboration with the state and community stakeholders to reduce admissions and length of stay for children and adults in residential treatment facilities and state hospitals;
- develop and implement administrative efficiencies throughout the service array;
- redirect funds from restrictive care settings to community-based recovery services;
- enhance the continuity of care for children, adolescents and adults, including the elderly, entering the publicly funded behavioral health service system;
- improve the assessment of community needs for behavioral health services; and
- participate in department's interagency agreements as appropriate, to include, but not be limited to, the Department of Juvenile Justice (DJJ), Children's Medical Services (CMS), Department of Education (DOE), Agency for Health Care Administration (AHCA), Agency for Persons with Disabilities (APD), Department of Corrections, and the judicial circuit(s).

3.6 Individuals Served General Description

The awarded contract will serve children, adolescents, adults, elders, and families who are in need of behavioral health and related services in the SunCoast Region.

3.7 Individuals Served Eligibility

As described in the department's pamphlet CFP 155-2, Mental Health and Substance Abuse Measurement and Data, which is available on the department's website, www.dcf.state.fl.us/mentalhealth/publications/index.shtml, the managing entity shall ensure that services funded by the resulting contract are furnished to all eligible individuals and families with mental health, substance abuse, and/or co-occurring disorders, subject to the availability of funds. A detailed description of each target population is contained in CFP 155-2.

Mental Health crisis intervention and crisis stabilization facility services, and substance abuse detoxification and addiction receiving facility services, shall be provided to all persons meeting the criteria for admission, subject to the availability of funds.

3.8 Individuals Served Determination

In the event of any disputes regarding the eligibility of individuals served, the determination made by the department is final and binding on all parties. The department is exclusively responsible for defining individuals served eligibility for services provided through the resulting contract. The Managing Entity shall apply this definition to persons on a case-by-case basis, and the managing entity may delegate the individuals served eligibility determinations to the subcontractors.

The department reserves the right to make final determinations of individuals served eligibility. If the Managing Entity disputes the department's determination regarding eligibility of an individual served, dispute resolution, as described in **Section D** of the resulting contract's Program Specific Attachment I shall be implemented. Services shall be provided to the individual served unless and until the dispute resolution process reverses the department's determination.

3.9 Individuals Served Contract Limits

The awarded contractual services are limited to eligible residents, children and adults, of the SunCoast Region.

The managing entity is not authorized to bill the department for more dollars than are allocated. Services provided under this contract are limited by the availability of funds. The managing entity may not authorize or incur indebtedness on behalf of the department.

3.10 Task List

The tasks to be performed under the contract to be awarded include a full array of behavioral health services as specified in this ITN.

3.11 Task Limits

The managing entity shall perform only those tasks and services specified in the contract resulting from this ITN, and shall ensure that the subcontractors do the same as applicable. Services shall only be provided in the SunCoast Region, unless there are individuals served residing in state hospitals or in need of continuity of care pursuant to prevailing policies or rules who are SunCoast Region service participants.

The managing entity agrees to abide by the Program Description, CFP 155-2 and 65E-14, F.A.C., and is not authorized by the department to perform any tasks related to the project other than those described in Section 3.10 without the express written consent of the department.

The managing entity shall discuss changes to the service delivery system with the department. After mutual agreement, these changes must be approved in writing by the department prior to implementation by the managing entity or subcontractor(s).

3.12 Professional Qualifications

The managing entity shall:

- a. Ensure all managing entity staff and subcontractors comply with applicable rules, statutes, requirements, and standards with regard to professional qualifications and applicable licensing standards. Refer to www.dcf.state.fl.us/mentalhealth for minimal service requirements.
- b. Require that all subcontractors comply with employment screening for mental health personnel using the standards for Level II screening set forth in subsection 435.04 F.S. except as otherwise specified in subsections 394.4572(1)(b)-(d) and 394.4572(3), F.S. "Mental health personnel" includes all program directors, professional clinicians, staff members and volunteers working in public or private mental health programs and facilities who have direct contact with individuals served.

- c. Require that all subcontractors comply with Level II employment screening for substance abuse personnel as specified in s. 397.451 F.S.
- d. Require all managing entity staff receive a Level II employment screening set forth in subsection 435.04.F.S. regardless of whether staff have direct contact with individuals served.

3.13 Key Staffing Changes

The managing entity shall staff the program with staffing positions identified in its reply which are considered by the department to be essential to this program. Prior to diverting any of the proposed positions the managing entity shall notify the department. The department reserves the right to discuss any concerns regarding such proposed positions.

The managing entity shall submit written notification to the department's contract manager if the Executive Director position of the managing entity is to be vacated.

3.14 Subcontractors

In order to provide continuity of publicly funded behavioral health services and to ensure the subcontractor network is broadly conceived, respondents to the ITN must submit an outline of a transition plan that includes provisions requiring the managing entity to offer a contract for at least one year to all mental health or substance abuse providers currently under contract with the department's SunCoast Region and/or currently under subcontract with any SunCoast Region managing entity contracted for said services in the SunCoast Region, ensuring current service levels are maintained or surpassed. The outline of the transition plan must include general information on the methods of ensuring service continuity, enhancement, and improved performance achievement in the event that the respondent is not able to contract with all current substance abuse and mental health providers for at least one year. Any such plan that is approved may not be changed without the prior approval of the SunCoast Region Director.

Copies of the SunCoast Region's current contracts with mental health providers, prevention providers, the current substance abuse managing entity and their subcontractors can be obtained from the following website:

<http://www.dcf.state.fl.us/admin/circuits/SunCoastSAMHContracts.shtml>

The managing entity shall work toward a reduction in the duplication of administrative functions between the managing entity and the subcontractors. Subcontracts with service providers shall focus on service delivery rather than administrative responsibilities which should remain under the purview of the managing entity. The managing entity is prohibited from subcontracting administration, management, and oversight responsibilities without prior written approval from the department.

Prior to entering into any subcontract the managing entity shall conduct a cost analysis for said subcontract, in accordance with Rule 65E-14.021, Florida Administrative Code (F.A.C.). A cost analysis is the review of the proposed cost elements to determine if they are necessary, allowable, appropriate, and reasonable. These analyses must

follow a formal process and all supporting documentation shall be retained by the managing entity.

The managing entity is responsible for compliance with the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) requirements. SAPT and CMH Block Grant funds cannot be subcontracted to a For-Profit entity. Guidance for contracting funds can be obtained from the SAMH Funding Restrictions Resource Guide at the following website:

<http://www.dcf.state.fl.us/mentalhealth/contract/index.shtml>

The managing entity shall be responsible for contract performance whether or not the managing entity uses subcontracts. The managing entity's use of subcontracts shall not terminate its responsibility to ensure that all activities carried out by a subcontractor conform to the provisions of the contract. The managing entity agrees to be responsible for all work performed pursuant to any contract resulting from this ITN whether actually performed by the managing entity or its subcontractors.

The managing entity shall not include covenant-not-to-compete requirements in its subcontracts nor shall require subcontractors to sign a separate agreement. The managing entity agrees that the department shall not be liable to the subcontractor in any way or for any reason. The managing entity agrees, at its expense, to defend and indemnify the department against such claims.

The managing entity and its subcontracted providers shall not contract with any individual or entity that has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.

All subcontracts shall be evidenced by a written document. The managing entity shall maintain fully executed originals of all subcontracts, which shall be accessible to the department within two (2) days of request by the department.

The managing entity is responsible for the management and oversight of Incident Reporting and Client Risk Prevention throughout the subcontractor network in accordance with Children & Families Operating Procedure 215-6, Incident Reporting and Client Risk Prevention, (CFOP 215-6).

3.15 Service Units

The managing entity shall ensure that, through subcontractors, services are delivered as specified in the SunCoast Region Substance Abuse and Mental Health Plan for Services and **Exhibit G**, State Funding by Program and Activity of the resulting contract's Attachment I.

3.16 Service Delivery Location

The managing entity will specify the street address, mailing address, facsimile number, and telephone number of the managing entity's primary business address and/or service delivery location(s).

3.17 Managing Entity Presence

The managing entity must maintain an administrative office in the SunCoast Region and a managing presence in each circuit if appropriate given geographic and population factors.

3.18 Changes in Location

The managing entity shall be available and will be responsible for providing an immediate response 24 hours a day, seven days a week. The managing entity shall notify the department in writing a minimum of thirty (30) days prior to making changes in location which will affect the department's ability to contact the managing entity by telephone or facsimile transmission.

3.19 Equipment

The managing entity and its subcontractors shall supply, at their own expense, all equipment necessary to perform under, conduct and complete the subcontract(s), including but not limited to, computers, telephones, copier and fax machine including supplies and maintenance, as well as needed office supplies.

The managing entity shall comply with and ensure that the subcontractors comply with requirements in the resulting contract.

3.20 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(12), 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 managing entity'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 managing entity 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 managing entity 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 managing entity 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 managing entity agrees to maintain the confidentiality of all records as required by law or administrative rule to be protected from disclosure. The managing entity 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 managing entity of confidential records whether public record or not and promises to defend the department against the same at its expense.

The managing entity shall maintain all required records 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 managing entity assumes all financial responsibility for record storage and retrieval costs.

The managing entity shall comply with activities related to information systems in compliance with the department's CFP 155-2, which is incorporated herein by reference and is maintained on the department's website.

3.21 Reports

The list of the financial, data, and programmatic reports to be completed by the managing entity, including the time frame for their submission, and format will be determined during the negotiation phase of the ITN process.

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 the parties that acceptance of required reports shall require a separate act in writing. The department reserves 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 managing entity may remedy the objections noted by the department or the department may, after having given the managing entity a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

- (a) The managing entity shall monitor and ensure that subcontractors submit data, as set out in subsection 394.74(3)(e), F.S. and Rule 65E-14.022, F.A.C. Data shall be submitted electronically as specified in CFP 155-2.
- (b) Upon request, the managing entity shall submit to the department information regarding the amount and number of services paid for by the Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant.
- (c) The managing entity shall submit audit reports for the managing entity and its subcontractors. The managing entity shall ensure that all audit reports will include the standard schedules that are outlined in Rule 65E-14.003, F.A.C. The managing entity shall submit to the department's contract manager copies of their and all subcontractors' financial and compliance audits reports together in a single submission.

- (d) The managing entity shall require that all subcontractors comply with **Section I.D.** (Audits, Inspections, Investigations, Records and Retention) of the Standard Contract and the Audit Attachment to the Standard Contract (**Appendix C** to this ITN).
- (e) Additional reporting requirements may be specified during the negotiation phase of this ITN.

3.22 Performance Measures

The managing entity will be held responsible and accountable for meeting the performance and outcome measure targets. It is the managing entity's responsibility to manage the system of care and oversee the collection of data in order to assure that the outcome measure targets are met.

The managing entity to this ITN through effective delivery of behavioral health services will follow the performance measures as negotiated during the negotiation phase of the ITN process.

In addition, the following performance domains will be included in the department's assessment of managing entity performance:

- system of care development and management;
- utilization management systems;
- network/subcontract management and subcontractor relations;
- quality improvement systems;
- technical assistance and training;
- data collection, analysis, and reporting;
- Securing, managing, and leveraging other funding and services;
- financial management systems;
- planning;
- board development and governance;
- disaster planning and preparation; and
- managerial and service delivery innovation leading to cost efficiencies (e.g., administrative cost reductions) and increased access to services.

Specific performance targets will be negotiated during the negotiation phase of the ITN process and are subject to modification. Performance measures are subject to periodic review and adjustment. The managing entity will meet the performance requirements by ensuring that its subcontractors meet these performance targets. Performance of subcontractors will be monitored and tracked by the managing entity and applicable technical assistance and corrective action will be implemented as required.

The managing entity agrees that the department's Substance Abuse and Mental Health Information System (SAMHIS) will be the source for all data used to determine compliance with performance standards and outcomes as listed above. The managing entity will provide oversight to ensure that all subcontractors submit all service related data for individuals served funded, in whole, or in part, by SAMH funds, Medicaid, and local match.

The managing entity will submit a plan for improving the performance measurement and data collection system based on State performance measures and the Federally-mandated National Outcome Measures within one (1) year of contract execution for implementation beginning within the second (2) year, with full implementation within the third (3) year of the contract. The new performance outcome and data collection system must comply with all state and Federal reporting requirements. Until such time as the department approves the alternative performance outcome and data collection methodology, the current department performance based data system will be utilized.

The plan will describe approaches for the future integration of appropriate data among SAMHIS, Florida Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the department.

3.23 Description of Performance Measurement Terms

The department's CFP 155-2 Mental Health and Substance Abuse Measurement and Data (CFP 155-2), incorporated herein by reference, provides the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the department's data system.

3.24 Performance Evaluation Methodology

The managing entity shall ensure that the subcontractors collect information and submit performance data and individuals served outcomes, to the department data system in compliance with CFP 155-2 requirements. The specific methodologies for each performance measure may be found at the following website:

<http://dashboard.dcf.state.fl.us/>

The managing entity agrees that its performance must meet the standards set forth in the resulting contract and will be bound by the conditions set forth therein.

3.25 Performance Statement

By execution of any contract resulting from this ITN the managing entity hereby acknowledges and agrees that its performance must meet the standards set forth in the resulting contract and will be bound by the terms and conditions in the solicitation document. If the managing entity fails to meet these standards, the department, at its exclusive option, may allow a reasonable period for the managing entity to achieve compliance with the standards. If the department affords the managing entity an opportunity to achieve compliance, and the managing entity fails to achieve within the specified time frame, the department may terminate the contract, in the absence of any extenuating or mitigating circumstances. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

3.26 Vendor Responsibilities

The managing entity is solely and uniquely responsible for the satisfactory performance of the tasks described in **Section 3.10**. By acceptance of the resulting contract the managing entity 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 managing entity or its subcontractors.

3.27 Monitoring Requirements

As stewards of the public trust, the department is accountable for the appropriate, reasonable, and necessary use of state and Federal funds. In accordance with CFOP 75-8, the department will conduct monitoring and compliance reviews of all performance tasks, special provisions, financial cost accounting, reviews of specific records, or other data as warranted by the department to account for the expenditure of public funds and the performance of the managing entity and its subcontractors.

Reviews may include, but shall not be limited to, reviews of procedures, Information Technology/data systems, accounting records and support documentation, internal quality control reviews, and individuals served medical records. The managing entity shall cooperate at all times with any internal or external entity authorized by the department to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner.

The managing entity shall comply with any coordination or documentation required by the department to successfully evaluate the programs and services, and shall provide complete access to all budget and financial information related to services provided under the resulting contract, regardless of the source of funds.

Reasonable notice shall be provided for reviews. The managing entity shall make all requested documents and records available at their administrative office or a mutually agreed upon location.

The department will provide a written report to the managing entity within 30 days of the monitoring exit. If the report indicates corrective action is necessary, the managing entity shall have 30 days from receipt of the monitoring report to respond in writing to the request, except in the case of threat to life or safety of individuals served, in which case the corrective action will be immediate.

3.28 Inspection, Auditing and Monitoring of Records and Work Performed

The department and its authorized representatives shall, at all reasonable times, have the right to enter the managing entity's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as shall not unduly delay work.

Refusal by the managing entity to allow access to all records, documents, papers, letter, other materials or on-site activities related to contract performance shall constitute a breach of the contract resulting from this ITN. The right of the department and its authorized representatives to perform inspections shall continue for as long as the managing entity is required to maintain records. The managing entity will be responsible for all storage fees associated with records maintained under the contract.

3.29 Sponsorship

Pursuant to subsection 286.25, F.S., all non-governmental vendors must assure that all notices, information pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the vendor or their subcontractor shall include the statement: "Sponsored by (name of vendor) 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.

3.30 Equal Employment Opportunity Compliance

The managing entity awarded a contract pursuant to this solicitation shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or disability except as provided by law.

SECTION 4: FINANCIAL SPECIFICATIONS

4.1 Funding Source

Substance abuse and mental health programs for the SunCoast Region are funded by: state general revenue appropriations; Federal or state grant awards and state trust funds. The estimated funding contained herein identifies the estimated dollar amount of the total cost of the program to be funded by all governmental sources for the period **July 1, 2009 through June 30, 2012**. The figures contained therein are a projection of funding to SunCoast Region based upon current fiscal year allocation. All funding is subject to legislative fiscal year appropriations and final availability of funding.

The managing entity and each of the subcontractors are responsible for satisfying state requirements for matching pursuant to 65E-14.005, F.A.C. Subcontractor match requirements will be calculated based on the total state funds contracted less those state funds excluded pursuant to 65E-14.005(3) F.A.C. Additional information regarding local match requirements may be obtained from 65E-14 F.A.C. Additional resources beyond local match requirements are desirable and strongly encouraged. Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. How the match reports are to be submitted will be determined during the negotiation phase of the ITN process.

4.2 Funding Amount

The total estimated annualized contract amount is contingent upon annual legislative appropriations and is subject to the availability of funds.

The estimated funding available for this ITN for behavior health services is:

FY 2009-10	Estimated Total Budget:	\$137,476,281.00 (100%)
	Adult Mental Health:	\$ 83,035,520.00 (83%)
	Children's Mental Health:	\$ 11,490,631.00 (8 %)
	Adult Substance Abuse:	\$ 26,662,721.00 (19%)
	Children's Substance Abuse:	\$ 16,287,408.00 (12%)

FY 2010-11 Estimated Total Budget: \$137,476,281.00 (100%)

Adult Mental Health:	\$ 83,035,520.00 (83%)
Children's Mental Health:	\$ 11,490,631.00 (8 %)
Adult Substance Abuse:	\$ 26,662,721.00 (19%)
Children's Substance Abuse:	\$ 16,287,408.00 (12%)

FY 2010-12 Estimated Total Budget: \$137,476,281.00 (100%)

Adult Mental Health:	\$ 83,035,520.00 (83%)
Children's Mental Health:	\$ 11,490,631.00 (8 %)
Adult Substance Abuse:	\$ 26,662,721.00 (19%)
Children's Substance Abuse:	\$ 16,287,408.00 (12%)

4.3 Allowable Costs

The vendor agrees by submitting a proposal that the department shall not be obligated to pay for information obtained from or through any vendor prior to entering into a contract with the managing entity. Each vendor shall bear the cost of preparing its own reply without recourse and regardless of whether an award is actually made under this ITN. All costs associated with performance of the services contemplated by the ITN must be both reasonable and necessary and in compliance with both the Cost Principles for Nonprofit Organizations: OMB Circular A-122 (May 10, 2004) and The Community Substance Abuse and Mental Health Services Financial Rules specified in Chapter 65E-14, F.A.C.

Any expenditure disallowed as a result of the managing entity'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

The resulting contract will be structured as an advance payment fixed price (fixed fee) payment for the administration, management, and oversight of a system of care for substance abuse and mental health services; and payment for amounts paid to subcontractors for the delivery of behavioral health services. All payments made by the managing entity to behavioral health subcontractors shall be based on service delivery documentation. The managing entity shall request monthly payment by submitting a properly completed and department approved invoice form. The invoice must be dated and signed by an authorized representative, and submitted in accordance with the submission schedule in the resulting contract.

Quarterly, the department and the managing entity will meet to identify any savings achieved and review how the managing entity proposes to reinvest these savings. The meetings will include a process to reconcile the fixed fee payments to the managing entity's approved operating budget. Any variations in specific expenditures greater than 10 percent between the approved operating budget and the actual operating expenditures will also be reviewed. The quarterly meetings will also provide an

opportunity to discuss the managing entity's performance and outcomes to include those performance domains listed in **Section 3.22**.

Prior to implementing any programmatic or fiscal change that may alter any underlying assumption or basis to the managing entity's department approved operating budget, the managing entity shall submit a formal request to modify the existing budget to the department for review and written approval by the department.

4.5 Cost Proposals

The total proposed annualized contract amount is contingent upon annual legislative appropriations and is subject to the availability of funds. Proviso Projects allocations shall not be included in the computation of administrative costs. The local match requirement must be supported by match commitment forms from the vendor or the donor.

Upon determination of a final contract award the managing entity will be required to submit a final line-item budget with its corresponding narrative for department approval prior to final contract execution.

All costs associated with performance of the services contemplated by the ITN must be both reasonable and necessary and in compliance with both the Cost Principles for Nonprofit Organizations: OMB Circular A-122 (May 10, 2004) and The Community Substance Abuse and Mental Health Services Financial Rules specified in Chapter 65E-14, F.A.C.

The managing entity shall submit an annual plan for creating administrative and service provision cost savings and efficiencies. These savings and efficiencies may include but are not limited to reducing duplication of administrative functions, bulk purchasing of support services, equipment, supplies and other overhead costs incurred in the provision of service delivery.

SECTION 5: INSTRUCTIONS TO VENDORS TO THE ITN

This section specifies the submittal process to include the listing of mandatory criteria and other required items. **Appendix A**, 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 2.7** of this document. The 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.**

All replies received by the date and time specified in the **Schedule of Events and Deadlines, Section 2.7**, become the property of the State of Florida and shall be a matter of record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use all ideas, or adaptations of ideas, contained in any reply received in reply to this ITN. Selection or rejection of the reply shall not affect this right.

Submit **one (1) original** and **16** copies of the reply package to:

**Lois Admire, Procurement Manager
Department of Children and Families, SunCoast Region,
Contract Management Unit
9393 North Florida Ave, Suite 1100,
Tampa, Florida 33612**

at the date, time, and place specified in **Section 2.7**. Clearly mark each sealed envelope **“Reply to ITN-#23SAMH9001”** 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-#23SAMH9001”**. Each envelope is to be sealed and addressed as specified above.

The vendor must submit an electronic version of the reply at the same time as the hard copies are received by the department. The electronic format can be on diskette or CD-ROM. The software used to produce the electronic files must be Microsoft compatible. These electronic files must be logically named and easily mapped to the hard copy proposals. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies.

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., **Managing Entity Reply for the SunCoast Region**;
- c) Vendor’s name (person, organization, firm);
- d) Organization to which reply is submitted;
- e) Name, title, phone number, mailing and e-mail address of person who can respond to inquiries regarding the reply;
- f) Name, title, phone number, mailing and e-mail 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 prospective 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
37-39	5.3.a	System of Care development and management			
39	5.3.b	Utilization management systems			

5.2 Mandatory Criteria

Vendors must meet the mandatory criteria (also known as fatal criteria) which are requirements determined to be absolutely necessary for the evaluation of submitted replies. Failure to comply with all mandatory requirements will render a reply non-responsive and ineligible for further review.

Mandatory criteria are as follows:

(a) Reply Submission

The reply was received by the Procurement Manager by the time and date, and at the location specified in **Section 2.7** of the ITN.

(b) Required Certifications

The following appendices CONTAIN required certifications and acceptance of the terms and conditions of this ITN:

- Acceptance of Contract Terms and Conditions (**Appendix B**)
- Statement of No Involvement (**Appendix D**)
- Conflict of Interest Statement (**Appendix D**)
- Proof of Signature Authority (**Appendix D**)

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.

(c) Proof of not for profit agency status

The vendor must provide documentation that it is registered with the Florida Department of State, Division of Corporations as a nonprofit corporation and is certified as tax exempt under subsection 501(c)(3) of the Internal Revenue Code.

The mandatory criteria to be verified prior to evaluation are also set forth in **Appendix J**.

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

The department requires that services provided through the managing entity be timely, accessible, seamless, continuous, individualized, recovery oriented and facilitate the implementation of uniform clinical practices and support individual choice within the recovery philosophy as described in **Section 3.1**.

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. System of Care Development and Management

The vendor shall describe and provide the following:

- Its ability to develop and manage substance abuse and mental health services that are coordinated into an integrated network of services that is accessible and responsive to individuals in need of these services, along with their families and community stakeholders.
- Its ability to integrate the behavioral health system of care with the network of child welfare providers.
- Its ability to implement a continuous, comprehensive integrated system of care for individuals with co-occurring substance use and mental disorders. This description shall include how the vendor will assess current subcontractor capacity, provide training and technical assistance, and develop plans of action to move all subcontractors to full capacity to meet the needs of such individuals.
- Collaborative strategies with community partners including, but not limited to, advocacy groups, the court system, state treatment facilities, Department of Juvenile Justice, Department of Corrections, the Agency for Health Care Administration, local law enforcement, local school boards, and universities.
- Specific examples of constructive relationships with other appropriate Florida State and local agencies.
- Information on the vendor's service coordination and delivery to children, adolescents, adults, elders, and their families in crisis, treatment, and recovery in a community setting.
- Copies of current written cooperative agreements.

- Its experience with diverse stakeholder groups in developing and administering community-based behavioral health services. Collaborative activities may include needs assessments, strategic planning, service delivery models, system designs, and research. The vendor should illustrate any innovative community initiatives that may be applicable to this project as managing entity.
- Its experience working with stakeholders in the community's child welfare network.
- The approach to providing services that is designed to meet the unique cultural and linguistic needs of the community to be served, including the approach to recruitment of culturally diverse staff.
- The methods to be used to ensure access to services within each geographical Circuit in relation to distance and travel time.
- Its understanding that the department is a public agency which is mandated to conduct business in the sunshine, pursuant to subsection 286.011, F. S., and Chapter 119, F.S., and that all issues related to the business of the department and the managing entity are public record and subject to full disclosure. The vendor will describe how it will ensure that all business related to the awarded contract shall be conducted in a transparent manner providing public access to information, public notice of meetings, opportunity for broad public participation in decision-making.
- A mission statement, guiding principles, core values and competencies, vision and history and will describe how the mission and service delivery experiences support a community-based service approach capable of addressing tasks identified in **Sections 1.3 and 5.3**. In the case of both an established or newly created entity, the vendor shall include the mission statement, core values, vision and bylaws of the entity with a description of any history in the community. The vendor shall explain how its approach represents the best value to the state and community served in reply to the need for an effective community-based behavioral health services system that utilize evidence-based practices.
- Its commitment to give hiring preference to qualified department employees who apply for employment with the vendor. The vendor shall describe its commitment to require its subcontractors to give hiring preference to qualified department employees.

5.3.b. Utilization Management Systems

The department is seeking innovative approaches to utilization management, including but not limited to preauthorization, continuous review, and retrospective review of services.

The vendor shall describe in detail:

- How the methods will be used to reduce, manage, and eliminate waitlists, promote co-occurring services, and ensure appropriate access to mental health and substance abuse crisis intervention, support, and stabilization across the life-span. These methods may include programs of prevention, intervention and/or diversion.
- The managerial and supervisory strategies, methods and tools to ensure timely service provision, review, and steps toward competency where appropriate and demonstrate how the vendor's comprehensive continuous integrated system of care will ensure well-coordinated, integrated and seamless services. The response will address, at minimum, the substance abuse and mental health residential services waitlists for children and adults, access to community housing services, increased responsiveness to outpatient psychiatric referrals including access to medication and service provision, ensure timely service to those awaiting transfer to the state treatment facility, in-jail services and diversion from the criminal justice system, Florida Assertive Community Treatment services, TANF, SIPP, BNet, and JITP.
- How it will manage the SunCoast Region's forensic adult mental health system ensuring timely and appropriate diversions from forensic state treatment facilities as well as appropriate and timely admissions to and discharges from forensic state hospitals, TANF, BNet, JITP, and civil facilities.

5.3.c. Network/Subcontractor Management and Subcontractor Relations

The vendor shall submit an outline of a network management plan that fully describes:

- Processes employed to effectively manage and monitor subcontracts, both administrative and programmatic, and the process by which accountability for performance and quality of services from subcontractors will be ensured, how duties will be implemented, and efficiencies to be anticipated.
- Proposed monitoring process to include, at a minimum, the following:
 - invoice validation;
 - proposed cost containment measures;
 - compliance with federal and state requirements as appropriate;
 - use of a risk assessment;
 - administrative and fiscal oversight;
 - review of system efficiencies;
 - performance incentives;
 - outcome performance and data submission;
 - incident reporting;
 - civil rights compliance;
 - access to services;
 - cultural and linguistic competence;
 - employee background screening;
 - rights of individuals served;

- timeline for delivery of the monitoring report and receipt of corrective action;
 - tracking of corrective actions and follow-up
 - penalties, if applicable
 - how the results of the monitoring will be communicated to the department and relevant stakeholders
- How results of subcontract compliance monitoring, quality improvement reviews and achievement of performance measures will be utilized to continuously improve the quality of services provided.
 - How it will integrate the network management plan with the transition plan. This plan integration will ensure that a contract is offered for at least one year to all mental health and substance abuse providers currently under contract with the department's SunCoast Region and/or currently under subcontract with any SunCoast Region managing entity contracted for said services in the SunCoast Region. Current service levels will be maintained or surpassed for the upcoming year.
 - How it will systematically inform the department of its own surveys to assess subcontract relations.

5.3.d. Continuous Quality Improvement Systems

The vendor shall describe and provide:

- The approach to and implementation of continuous quality improvement, to include the use of individual outcomes, individuals served and stakeholder satisfaction data, complaint tracking and resolution, as well as the level of staff commitment for this function.
- The approach to reporting, analyzing, and tracking critical incidents related to individuals served, community stakeholder, employee, and family and consumer groups. The system shall be able to identify gaps in services and specialized needs. Include in detail; how data, including individual case reviews and system wide training needs, will be collected, analyzed and incorporated into action plans to improve outcomes and performance; the tracking of data submission to the Substance Abuse and Mental Health Information System (SAMHIS), resolution of individuals served and subcontractor complaints and grievances including complaints and grievances against the vendor; how the improvement and corrective action plans will be implemented and evaluated for effectiveness; how will changes in policy and procedures be communicated; and ensure that subcontractor staff training is conducted where appropriate.
- How its proposed approaches for the future integration of appropriate data among SAMHIS, Florida Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the department will contribute to continuous quality improvement

(This data system integration is intended to facilitate integration of the substance abuse, mental health, and child welfare systems).

- How its quality assurance processes promote continuous improvement in access to and delivery of services, including systematic reporting of individuals served and subcontractor satisfaction with its own services. This should reflect at a minimum the system of care description outlined in Function 1 of this ITN.
- Reporting, tracking, and analysis of incidents and individuals served, stakeholder, and community complaints and how trending data from incidents and complaints will be incorporated into the quality improvement process to mitigate risk and improve quality of services. The vendor shall describe the communication of performance issues and trends to staff, management, the Board of Directors, the subcontractor network, and the department.
- How it will actively participate in and ensure compliance with the department's local and statewide requirements and processes for quality assurance, quality improvement.
- Newly created entities shall include the description of the continuous quality improvement process for each of the founding collaborative partners.
- The approach to managing performance domains specified in **Section 3.22** and the methods by which staff and subcontractor agencies shall be held accountable for performance, including incentives and penalties if applicable.
- Methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve, negotiated performance targets.
- A description of the process of systematic trending, review and improvement of performance of systems related to both subcontractors and the vendor.

5.3.e. Technical Assistance and Training

The vendor shall describe:

- Its plan for technical assistance and training, which shall include:
 - The relationship between emerging trends in the behavioral health field, monitoring findings, training, clinical supervision, and the continuous quality improvement system, and
 - The vendor's ability to support the implementation of evidence-based practices through contracting requirements, program development and design, training, and the quality improvement system and how it will monitor fidelity of implementation of evidence-based practices in partnership with the department.

5.3.f. Data Collection, Analysis and Reporting System

The vendor shall describe:

- Its current data collection, analysis and reporting system, to include the system's ability to track costs, service utilization, quality of care, access to services, and service recipient outcomes within the network of subcontractors.
- How the vendor will ensure accurate and timely entry of data into the Substance Abuse and Mental Health Information System (SAMHIS) in accordance with the Department of Children and Families Pamphlet 155-2. The vendor shall provide a detailed explanation of how the vendor shall carry out quality improvement in the protection of the data of the individuals served and in the computer data entry process.
- The approach to protecting and maintaining confidentiality of sensitive individual information relative to paper and computer-based file system (mainframes, servers and laptops) across a complex and comprehensive direct service subcontractor network.
- How this will be monitored, tracked and how technical assistance and corrective action will be implemented.
- The vendor shall highlight data system enhancements that will be required prior to implementation, if any.
- How the vendor will carry out quality assurance in the protection of individual data and in the computer data entry process.
- How analysis of data will be used to improve on the quality of care, utilization management functions, and impact on technical assistance and training.

The department has a strong preference for replies that indicate that all subcontractors will use a limited number of evidence-based screening and assessment instruments.

Although prospective vendors are not expected to invest in Electronic Health Records (EHR) for the purposes of this procurement, the department is interested in responses that demonstrate a vendor's data system's capacity to perform various electronic health record (EHR) functions including, but not limited to:

- (1).automated, standardized, and evidence-based screening and assessment instruments to improve proper evaluation and placement of individuals with and without co-occurring disorders;
- (2).automated referral and electronic consent for release of confidential information within and between subcontractors,
- (3).“SMART” treatment plan and review that automatically tracks assessment results, services provided, and individual progress during and after treatment;
- (4).integrated processes for intake, admission, discharge and follow-up;
- (5).encounters and progress notes that automatically generate state and Medicaid billing and payment;
- (6).utilization management, including but not limited to waiting lists and capacity management;

- (7).determination of individuals served financial and clinical eligibility;
- (8).electronic capability for state billing, invoice payment and claims adjudication, and/or Medicaid billing and payment (HIPAA 837 and 835 transactions);
- (9).automated processes for state and federal data analysis and reporting; and
- (10) full compliance with federal and state laws and regulations pertaining to security and privacy of protected health information.

5.3.g. Financial Management Systems

The vendor shall describe and provide:

- Its 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. The vendor shall 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 shall describe the founding collaborative partners' system and provide the same supporting documentation.
- How the vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards.
- Annual financial audits to the department within 180 days after the end of the vendor's fiscal year or within 30 days of the receipt, whichever occurs first. In addition, the vendor shall submit copies of all interim financial statements or other financial analyses provided to their Board of Directors to the contract manager within 30 days of their report to the Board.
- Evidence of the ability to secure diverse financial resources apart from the department contracted dollars, e.g., third-party payments, grant applications, charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services, as well as maximization of community financial support and volunteer programs.
- Its current funding sources and fund development results for the last three years and how they will provide resources at no cost to the department for the transition of services, if necessary.
- A newly created entity shall fully describe how it would build or secure diverse financial resources and describe fund development results for each of the founding collaborative partners for the last three years, if applicable.
- Examples of capacity to redirect service dollars from restrictive care settings to community-based recovery services.
- A plan to meet match requirements.

5.3.h. Planning

The vendor shall describe and provide:

- How it will work with the SunCoast Region to provide performance, utilization, and other network information for the Florida Department of Children and Families Substance Abuse and Mental Health Services Plan and to provide appropriate information for the department's Long Range Program Plan and its Annual Business Plan. The managing entity is expected to participate in departmental planning processes at the state, regional, and circuit levels as appropriate.
- Its annual operational plan, which shall identify the network's goals, objectives, and improvements.
- The outline of a transition plan for assuming managing entity responsibilities.

5.3.i. Board Development and Governance

The managing entity shall be a Florida not-for-profit corporation "without members." The department has a preference that the membership of the Board of Directors be comprised of a majority of community stakeholders/non-subcontractor/non-partner members. At a minimum, the Board of Directors must include individuals served and family members, appropriate community stakeholders and organizations, providers of SAMH services as defined in Chapters 394 and 397, F.S.; inclusive of at least one resident member from each of the Circuits in the SunCoast Region. Prospective vendors submitting replies must maintain at least one representative from the private receiving facilities as an ex-officio board member.

The vendor shall describe and provide:

- Its organization and governance structure, depicting clear lines of authority across all levels of the service network to the county level. 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.
- A table of organization that identifies key roles including, but not limited to, program management, program development, financial management, quality improvement, contracting oversight and monitoring, utilization management, and information systems.
- Copies of all of its governing documents including but not limited to its articles of incorporation, bylaws, or other documents concerning governance.
- A listing of the Board of Directors, their names, titles, organizational affiliation, telephone numbers, county of residence, home address, work addresses, and terms of office.

- As a pass-through entity of public funds, an outline of its approach to ensuring full transparency of all business related to the management and oversight of public funds and services as it relates to its managing entity responsibilities.
- Copies of detailed policies and procedures illustrating public access to information, public notice of meetings, and opportunity for broad public participation in decision-making through the inclusion of individuals served, families, and relevant stakeholders. The description and the policy and procedures should include that Board of Director meetings will be posted and open to the public except when the board meets in closed session related to confidential and privileged information.
- A description of its approach to ensure that department staff will have the necessary access and support needed to review the vendor's records and subcontractors records pertaining to service delivery, invoicing, fiscal management, data management, incident reporting and such documents as determined to assure accountability of service provision and the expenditure of state and federal funds.

5.3.j. Disaster Planning and Preparation

The vendor shall describe and provide:

- How it will work collaboratively with the department for disaster planning and preparation.
- An outline of a regional disaster plan during the negotiation process that reflects the vendor's planned involvement with community based disaster plans and that will include, but not be limited to, pre-disaster records protection, alternative accommodations and supplies for service recipients in appropriate environments during a disaster/emergency, and post-disaster recovery efforts which allow for post-disaster continuity of services in the event of a disaster/emergency.

5.3.k. Innovations Leading to Cost Efficiencies

The SunCoast Region is committed to ensuring that the maximum amount of financial resources is made available for direct services to individuals served. In furtherance of this goal, the prospective bidder shall submit a detailed administrative cost reduction plan for creating administrative and service provision cost savings and efficiencies.

The department will focus its evaluation for this area on total administrative costs for the service delivery system, including administrative costs incurred by subcontractors and administrative costs incurred by the managing entity. Significant consideration will be given to those responses which exhibit innovative strategies for leveraging financial resources, reducing duplicative administrative costs and ensuring that maximum financial resources are made available for direct services to individuals.

The vendor shall submit a plan that:

- Delineates the achievement of administrative and service provision cost savings and efficiencies through, but not limited to, the streamlining of the subcontractor network; the reduction, elimination, and consolidation of duplicative subcontractor and managing entity administrative structures; coordinated procurements with parallel state, local, and private entities; and other reductions to service delivery overhead costs.
- Clearly addresses the administrative costs of the managing entity and the subcontractors and details specific processes, approaches, and management techniques to be used to achieve a progressive and incremental administrative cost reduction over the course of the three (3) year contract period, with reductions in the second (2nd) and third (3rd) year. The plan will explain how the reduced combined managing entity and subcontractor administrative costs will be maintained. The plan shall propose incremental cost efficiencies performance targets.
- Proposes reinvestment of the administrative cost savings and maximization of contract funds for service provision into improved access to quality care, promotion of service continuity, implementation of innovative evidence-based practices, the expansion of the services array, and necessary infrastructure development.
- Outlines the benefits to be realized, such as: improved access to quality care, promotion of service continuity, implementation of innovative evidence-based practices, improved performance, expansion of the service array and necessary infrastructure development
- Addresses efficiencies to be achieved through service procurements coordinated with parallel service systems which include, but are not limited to, the Community-based Care Foster Care Managing Agencies, the Judicial Circuits, state treatment facilities, local state and governmental agencies, the homeless coalitions, the Agency for Persons With Disabilities, and the Adult Protection System.

5.3.I. Financial Stability

To demonstrate financial stability, the vendor shall submit copies of their independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three 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.

SECTION 6: ITN EVALUATION METHODOLOGY

The department will appoint the department's evaluation team in accordance with Section 287.057(17)(a), F.S. The department shall identify at least eight (8) evaluators with a combination of appropriate financial, data, and programmatic expertise to evaluate the replies. The team will be comprised of a minimum of 3 evaluators with financial expertise, and a minimum of 5 evaluators with behavioral health expertise.

The maximum points available are **36**. The evaluation will be performed using the tools found in **Appendix J and K**. Evaluators will be instructed to provide ratings in quarter-point (.25) increments on criterion items. Evaluators with financial expertise will score criterion items **5.3.g, 5.3.k and 5.3.l**. Evaluators with behavioral health expertise will score criterion items **5.3.a, 5.3.b, 5.3.c, 5.3.d, 5.3.e, 5.3.f, 5.3.h, 5.3.i, and 5.3.j**. The average of all evaluators' scores for each criterion rated will be tabulated. The vendor's final score will be the sum of all average criterion scores. Criterion average scores will be calculated to one hundredth (.01) of a point to determine the final score of vendors.

The department intends to extend an invitation to enter negotiations with up to the three (3) highest ranked vendors. The department reserves the right to negotiate with a greater number of vendors in the best interest of the state. An invitation to a vendor to enter the negotiation phase of the schedule shall not be construed as a contract award.

The Initial Meeting of the Evaluators, the Debriefing Meeting of the Evaluators, the posting of Reply Scores and the Notice of Intent to Negotiate will be posted in accordance with **Section 2.2**. Evaluation meetings shall be open meetings for the public to attend.

SECTION 7: 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; and any negotiations pertaining hereto.

7.1 Standard Contract

Appendix H references the Department of Children and Families Standard Contract. A sample of the Standard Contract is available on the Vendor Bid System along with the advertisement for this ITN.

7.2 Attachment I

During the negotiation phase of the ITN process additional contract terms consistent with this ITN will be negotiated and attached to the Standard Contract as Attachment I.

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 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

Title to all property purchased by a vendor and/or subcontractor under any contract that may result from this ITN will be vested in the State of Florida upon completion or termination of that contract.

The provider will be required to:

- Maintain a written property inventory for all property purchased with funds under the terms of any contract that may result from this ITN;
- Maintain current, updated property inventory records and make available upon request by the department;
- Conduct routine audits of property inventory;
- Maintain all such property in good working order; and
- 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. The provider shall 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.

The managing entity shall comply with and ensure that the subcontractors comply with requirements in the resulting contract.

7.5 Financial and Compliance Audit

The managing entity shall comply with the department's Financial and Compliance Audit requirements, **Appendix C**. All audit reports will include the standard schedules that are outlined in Rule 65E-14.003, F.A.C.

7.6 Compliance with Federal Law and State Law and Regulations

The managing entity shall comply with all state laws and rules and Federal laws and regulations.

7.7 MyFloridaMarketPlace.com Registration and Transaction Fee

Rule 60A-1.030, F.A.C. requires all prospective 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 is initiated in a noncompetitive procurement.

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

7.8 Certification Regarding Lobbying

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

SECTION 8: DEPARTMENT 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 ITN terms and conditions that do not affect the price of the services, delivery of quality of services, or give the vendor an advantage or benefit not enjoyed by other vendors, and do 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.

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 individuals who are served by the department either directly or through any one of its contracted vendors.

8.4 Negotiation Methodology

The department may negotiate with one or more vendors simultaneously or sequentially for the managing entity in the SunCoast Region. The department intends to extend an invitation to enter negotiations up to the three highest ranked vendors, based on the results of the rating methodology outlined in Section 6. The department reserves the right to negotiate with a greater number of vendors in the best interest of the state. An invitation to a vendor to enter the negotiation phase of the schedule shall not be construed as a contract award.

Vendors selected to enter negotiations should be prepared to discuss the issues described in Sections 1.3 and 5.3 of this ITN. In addition, the negotiations may address any issue in the ITN or the vendor's reply to the ITN.

Each party to the negotiations will designate a lead negotiator. The lead negotiators will establish a communications protocol allowing for contact between parties as provided in Section 2.5(b) of this ITN. While there may be ad hoc workgroups assigned during the negotiations, all final decisions and agreements between the parties will be made at the negotiation meetings and agreed to by the lead negotiators. Negotiation meetings are scheduled as listed in Section 2.7. Negotiation meetings shall be open meetings for the public to attend.

The department will designate the department's negotiation team in accordance with Section 287.057(17)(b), F.S.

The department's negotiation team will recommend to the department contract signer a vendor for further negotiations or contract award based on consensus agreement. Any meeting held among the negotiation team to arrive at this consensus shall be open meetings for the public to attend. No additional evaluation instrument, other than the readiness assessment, will be created and the recommendation shall be made only on the consensus agreement of best value to the state.

8.5 Contract Management

The department will perform contract management responsibilities in good faith, with the best interest of the state and the individuals it serves being the prime consideration.

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PUR 1001
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Contents

- 1. Definitions.**
- 2. General Instructions.**
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- 4. Terms and Conditions.**
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- 7. Convicted Vendors.**
- 8. Discriminatory Vendors.**
- 9. Respondent's Representation and Authorization.**
- 10. Manufacturer's Name and Approved Equivalents.**
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- 14. Firm Response.**
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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.

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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,
- 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.

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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;
- 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:
 - o 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
 - o 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.

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- 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 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

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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.

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 subsection 119.011, F.S., 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 subsections 120.57(3) and 287.042(2) of the Florida Statutes and Chapter 28-110 of the F.A.C. 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.

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

Subsection 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 subsection 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S."

Subsection 28-110.005, F.A.C. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in subsection 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S."

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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.

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APPENDIX B

Acceptance of Contract Terms and Conditions

Acceptance of Contract Terms and Conditions	
I, _____, as an authorized representative of _____, hereby agree that if awarded any contract as a result of this Department of Children and Families Invitation to Negotiate, it will comply with the requirements, terms, and conditions stated in the Invitation to Negotiate and in the State of Florida, Department of Children and Families Standard Contract. In recognition thereof, the vendor's representative has read, understood, and agrees to comply with, and any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the department's exclusive determination, in rejection of the reply.	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

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APPENDIX C

AUDIT ATTACHMENT FORM

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.

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
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 D

VENDORS STATEMENTS AND CERTIFICATIONS

a. Statement of No Involvement	
I, _____, as an authorized representative of _____, certify that no member of this firm, nor any person having interest in this firm has:	
1. Been 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 (ITN), or	
2. Participated in drafting this Solicitation (ITN), or Developed a program for future implementation with specific subject matter contained in this Solicitation (ITN).	
3. Developed a program for future implementation with specific subject matter contained in this Solicitation (ITN).	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

b. Conflict of Interest Statement (Non-Collusion)	
I hereby certify, that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the vendor to the provisions of this proposal.	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

APPENDIX D

c. Proof of Signature Authority	
This Invitation to Negotiate shall include proof of signature authority. If someone signs the Invitation to Negotiate other than the President or other authorized person proof of authority will be required. This proof shall be one of the following: - A written statement by the President or other authorized person (in such event proof of authority will be required) delegating authority to a particular person; or - A copy of the entity's by-laws reflecting signature authority to a particular position; or - A copy of the Board of Directors' meeting minutes that shows action to delegate signature authority to a particular person or position. <u>If delegating signature authority, please complete the below and include the above requested document.</u>	
Type Name of President or other authorized person (in such event proof of authority will be required):	
Signature of President or other authorized person (in such event proof of authority will be required):	Date:
Type Title of Person to Whom Signature Authority is Delegated:	
Type Name of Person to Whom Signature Authority is Delegated:	

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

Type Name of Authorized Representative

Title

Signature of Authorized Representative

Date

APPENDIX E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTR Y 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 money 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," "person," "principle," 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 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 principles 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 and Title of Authorized Person

APPENDIX F
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, the undersigned shall complete and submit a 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

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**APPENDIX G
PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State of Florida Department of Children and Family Services by _____
[print individual's name and title]
for [print institution's name and business address]

and (if applicable) its Federal Employer Identification Number (FEIN)

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "**public entity crime**" as defined in Paragraph 287.133(1)(g), F.S., means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "**convicted**" or "**conviction**" as defined in Paragraph 287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "**affiliate**" as defined in Paragraph 287.133(1)(a), F.S., means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "**affiliate**" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "**person**" as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "**person**" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**APPENDIX G
PUBLIC ENTITY CRIME**

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, F.S., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____

(type of identification)

Notary Public - State of _____
My Commission Expires: _____

(Printed, typed or stamped commissioned name of notary public)

APPENDIX H

Department of Children and Families Standard Contract

The Florida Department of Children and Families Standard Contract is available as a separate document on the Vendor Bid System along with the advertisement for this ITN.

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APPENDIX I

State of Florida PUR 1000 General Contract Conditions

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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 subsection 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.

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State of Florida PUR 1000 General Contract Conditions

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.

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State of Florida PUR 1000 General Contract Conditions

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

APPENDIX I

State of Florida PUR 1000 General Contract Conditions

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 subsection 287.057(23), F.S. (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

APPENDIX I

State of Florida PUR 1000 General Contract Conditions

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 procurement 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 subsections 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

APPENDIX I

State of Florida PUR 1000 General Contract Conditions

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 subsection 11.062, FS and subsection 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,

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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

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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

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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

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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, F.S., 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

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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,

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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.

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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 subsection 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 subsection 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 subsection 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Subsection 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 subsection 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. Subsection 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, F.S., in the same manner and under the same procedures set forth in subsection 413.036(1) and (2), F.S.; 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>.

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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 subsection 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.

Appendix J

ITN Document Responsiveness Evaluation Form

(For Department Use Only)

MANDATORY CRITERIA

Each reply must satisfy the following minimum requirements **(MANDATORY CRITERIA)**. Points are not awarded for this section. However, a "NO" reply to any of these requirements will automatically deem a reply as non-responsive to the ITN and disqualify a vendor from further evaluation or any contract award resulting from this ITN.

Name of Vendor Organization:

(Legal Name)

Department of Children and Families
Procurement Manager:

Mandatory Criteria (if any are not met, the reply cannot be considered further)

1. Was the vendor's reply received by the Procurement Manager by the time and date, and at the location specified in Section 2.7 of this ITN?	Yes	No
2. Did the vendor's reply include a signed Acceptance of Contract Terms and Conditions?	Yes	No
3. Did the vendor's reply include the three signed Vendor's Statements and Certifications (Statement of No Involvement, Conflict of Interest Statement, and Proof of Signature Authority)?	Yes	No
4. Did the vendor's reply include proof of nonprofit status?	Yes	No

If all replies are "Yes", continue to next section. If any "No", the reply is deemed non-responsive to the requirements of the ITN and the vendor disqualified.

Eligible to Continue? ___ YES ___ NO

Procurement Manager

Date

Witness

Date

Witness

Date

APPENDIX K
Section A: Scoring Criteria

5.3.a. System of Care Development and Management

The vendor shall describe all of the following:

- its ability to develop and manage substance abuse and mental health services that are coordinated into an integrated network of services that is accessible and responsive to individuals in need of these services, along with their families and community stakeholders.
- its ability to integrate the behavioral health system of care with the network of child welfare providers.
- its ability to implement a continuous, comprehensive integrated system of care for individuals with co-occurring substance use and mental disorders. This description shall include how the vendor will assess current subcontractor capacity, provide training and technical assistance, and develop plans of action to move all subcontractors to full capacity to meet the needs of such individuals.
- collaborative strategies with community partners including, but not limited to, advocacy groups, the court system, state treatment facilities, Department of Juvenile Justice, Department of Corrections, the Agency for Health Care Administration, local law enforcement, local school boards, and universities. Specific examples of constructive relationships with other appropriate Florida State and local agencies shall be provided and include information on the vendor's service coordination and delivery to children, adolescents, adults, elders, and their families in crisis, treatment, and recovery in a community setting. Copies of current written cooperative agreements may be provided.
- its experience with diverse stakeholder groups in developing and administering community-based behavioral health services. Collaborative activities may include needs assessments, strategic planning, service delivery models, system designs, and research. The vendor should illustrate any innovative community initiatives that may be applicable to this project as managing entity.
- its experience working with stakeholders in the community's child welfare network.
- the approach to providing services that is designed to meet the unique cultural and linguistic needs of the community to be served, including the approach to recruitment of culturally diverse staff.
- the methods to be used to ensure access to services within each geographical Circuit in relation to distance and travel time.
- its understanding that the department is a public agency which is mandated to conduct business in the sunshine, pursuant to subsection 286.011, F. S., and Chapter 119, F.S., and that all issues related to the business of the department and the provider are public record and subject to full disclosure. The vendor will describe how it will ensure that all business related to the awarded contract shall be conducted in a transparent manner providing public access to information, public notice of meetings, opportunity for broad public participation in decision-making.
- a mission statement, guiding principles, core values and competencies, vision and history and will describe how the mission and service delivery experiences support a community-based service approach capable of addressing tasks identified in **Sections 1.3 and 5.3**. In the case of both an established or newly created entity, the vendor shall include the mission statement, core values, vision and bylaws of the entity with a description of any history in the community. The vendor shall explain how its approach represents the best value to the state and community served in reply to the need for an effective community-based behavioral health services system that utilize evidence-based practices.
- Its commitment to give hiring preference to qualified department employees who apply for employment with the vendor. The vendor shall describe its commitment to require its subcontractors to give hiring preference to qualified department employees.

The rating sheet for 5.3.a continues on the following page.

5.3.a. System of Care Development and Management (Cont.)

RATING		NOTES
The vendor's response demonstrates extensive competency in addressing child welfare, co-occurring services, children's and adult's system of care, use of evidence-based practices, collaboration, cultural and linguistic competence, access, transparency, mission, and core values that demonstrate proven capabilities and a fully matured commitment to community-based services. The response shows an outstanding approach to the delivery of services which clearly demonstrates why their response represents the best value to the state for effectively meeting the behavioral health needs of the community. The response shows an outstanding approach to giving hiring preference to qualified department employees.	3 Points	
The vendor's response demonstrates clear competency in addressing most of the elements of a system of care that demonstrate consistent capabilities and matured commitment to community-based services. The response shows a reasoned approach to the delivery of services and demonstrates why their response represents a good value to the state for effectively meeting the behavioral health needs of the community. The response shows a reasoned approach to giving hiring preference to qualified department employees.	2 Points	
The vendor's response demonstrates little competency in addressing some of the elements of a system of care that demonstrate minimal capabilities and a partially matured commitment to community-based services. The response shows a basic approach to the delivery of services and demonstrates why their response represents some value to the state for effectively meeting the behavioral health needs of the community. The response shows a basic approach to giving hiring preference to qualified department employees.	1 Point	
The vendor's response does not sufficiently address the system of care elements nor does it provide a clear understanding of the response. The response does not demonstrate why their approach to service represents value to the state for effectively meeting the behavioral health needs of the community. The response does not demonstrate any approach to giving hiring preference to qualified department employees.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.b. Utilization Management Systems

The department is seeking innovative approaches to utilization management, including but not limited to preauthorization, continuous review, and retrospective review of services.

The vendor shall describe:

- The methods to be used to reduce, manage, and eliminate waitlists, promote co-occurring services, and ensure appropriate access to mental health and substance abuse crisis intervention, support, and stabilization across the life-span. These methods may include programs of prevention, intervention and/or diversion.
- The managerial and supervisory strategies, methods and tools to ensure timely service provision, review, and steps toward competency where appropriate and demonstrate how the vendor's comprehensive continuous integrated system of care will ensure well-coordinated, integrated and seamless services. The reply will address, at minimum, the SAMH residential services waitlists for children and adults, access to community housing services, increased responsiveness to outpatient psychiatric referrals including access to medication and service provision, ensure timely service to those awaiting transfer to the state treatment facility, in-jail services and diversion from the criminal justice system, Florida Assertive Community Treatment services, TANF, SIPP, BNet, and JITP.
- How it will manage the SunCoast Region's forensic adult mental health system ensuring timely and appropriate diversions from forensic state treatment facilities as well as appropriate and timely admissions to and discharges from forensic state hospitals, TANF, BNet, JITP, and civil facilities.

RATING		NOTES
The vendor's response demonstrates extensive competency in addressing highly effective UM methods, proposes proven capabilities and innovative approaches to UM, and describes outstanding managerial and supervisory strategies that address all required services and populations to provide a seamless service system.	3 Points	
The vendor's response demonstrates clear competency in addressing effective UM methods, proposes consistent capability and some innovative approaches to UM and describes reasonably developed managerial and supervisory strategies that addresses most of the required services and populations to provide a seamless service system.	2 Points	
The vendor's response demonstrates little competency in addressing some UM methods, proposes minimal capability and few innovative approaches to UM, and describes some basic managerial and supervisory strategies that addresses required services and populations but does not create a seamless service system.	1 Point	
The vendor's response does not sufficiently address the UM methods or a clear understanding of the response is not possible. The response does not propose innovative approaches to UM, and does not address managerial and supervisor strategies.	0 Points	

Vendor: _____

SCORE: _____

Evaluator Initials: _____

The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).

5.3.c. Network/Subcontractor Management and Subcontractor Relations

The vendor shall submit an outline of a network management plan that fully describes:

- Processes employed to effectively manage and monitor subcontracts, both administrative and programmatic and the process by which accountability for performance and quality of services from subcontractors will be ensured, how duties will be implemented, and efficiencies to be anticipated.
- Proposed monitoring process to include, at a minimum, the following:
 - invoice validation
 - proposed cost containment measures
 - compliance with federal and state requirements as appropriate
 - use of a risk assessment
 - administrative and fiscal oversight
 - review of system efficiencies
 - performance incentives
 - outcome performance and data submission
 - incident reporting
 - civil rights compliance
 - access to services
 - cultural and linguistic competence
 - employee background screening
 - rights of individuals served
 - timeline for delivery of the monitoring report and receipt of corrective action
 - tracking of corrective actions and follow-up
 - penalties, if applicable
 - how the results of the monitoring will be communicated to the department and relevant stakeholders
- How results of subcontract compliance monitoring, quality improvement reviews and achievement of performance measures will be utilized to continuously improve the quality of services provided.
- How it will integrate the network management plan with the transition plan. This plan integration will ensure that a contract is offered for at least one year to all mental health and substance abuse subcontractors currently under contract with the department's SunCoast Region and/or currently under subcontract with any SunCoast Region managing entity contracted for said services in the SunCoast Region. Current service levels will be maintained or surpassed for the upcoming year.
- How it will systematically inform the department of its own surveys to assess subcontract relations.

The rating sheet for 5.3.c. continues on the following page.

5.3.c. Network/Subcontractor Management and Subcontractor Relations (Cont.)

RATING		NOTES
The vendor's response demonstrates extensive competency in the description of the outline of the network management plan and its processes to manage and monitor subcontracts, references proven capabilities to address all monitoring requirements, and fully explains outstanding methods to be used in order to continuously improve the quality of services. The vendor's response fully describes surveys used to measure individuals served and network subcontractor satisfaction.	3 Points	
The vendor's response demonstrates clear competency in the description of the outline of the network management plan and its processes to manage and monitor subcontracts, references consistent capabilities to address most of the monitoring requirements, and adequately explains reasonable methods to be used in order to continuously improve the quality of services. The vendor's response adequately describes surveys used to measure individuals served and network subcontractor satisfaction.	2 Points	
The vendor's response demonstrates little competency in the description of the outline of the network management plan and its processes to manage and monitor subcontracts, references minimal capabilities to address some of the monitoring requirements, and minimally explains the methods to be used in order to continuously improve the quality of services. The vendor's response basically describes surveys used to measure individuals served and network subcontractor satisfaction.	1 Point	
The vendor's response does not describe the outline of the network management plan and its processes to manage and monitor subcontracts, has so poorly or not at all referenced monitoring requirements, and does not explain the method to be used in order to continuously improve the quality of services such that a clear understanding of the response is not possible. The vendor's response does not adequately describe surveys used to measure individuals served and network subcontractor satisfaction.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.d. Continuous Quality Improvement Systems

The vendor shall describe:

- The approach to and implementation of continuous quality improvement, to include the use of individual outcomes, individuals served and stakeholder satisfaction data, complaint tracking and resolution, as well as the level of staff commitment for this function.
- The approach to reporting, analyzing, and tracking critical incidents related to individuals served, community stakeholder, employee, and family and consumer groups. The system shall be able to identify gaps in services and specialized needs. Include in detail; how data, including individual case reviews and system wide training needs, will be collected, analyzed and incorporated into action plans to improve outcomes and performance; the tracking of data submission to the SAMHIS, resolution of individuals served and subcontractor complaints and grievances including complaints and grievances against the vendor; how the improvement and correction action plans will be implemented and evaluated for effectiveness; how changes in policy and procedures will be communicated; and ensure that subcontractor staff training is conducted where appropriate.
- How its proposed approaches for the future integration of appropriate data among SAMHIS, Florida Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the department will contribute to continuous quality improvement (This data system integration is intended to facilitate integration of the substance abuse, mental health, and child welfare systems).
- How its quality assurance processes promote continuous improvement in access to and delivery of services, including systematic reporting of individuals served and subcontractor satisfaction with its own services. This should reflect at a minimum the system of care description outlined in Function 1 of this ITN.
- Reporting, tracking, and analysis of incidents and individuals served, stakeholder, and community complaints and how trending data from incidents and complaints will be incorporated into the quality improvement process to mitigate risk and improve quality of services. The vendor shall describe the communication of performance issues and trends to staff, management, the Board of Directors, the subcontractor network, and the department.
- How it will actively participate in and ensure compliance with the department's local and statewide requirements and processes for quality assurance, quality improvement.
- Newly created entities shall include the description of the continuous quality improvement process for each of the founding collaborative partners.
- The approach to meeting performance targets specified in Section 3.22 of the ITN entitled "Performance Measures."
- Methods by which staff and subcontractor agencies will be held accountable for performance targets, including incentives and penalties if applicable. The reply should further describe methods to ensure that staff at all levels, and within subcontract agencies, are informed of, and encouraged to achieve negotiated performance targets.
- Description of the process of systematic trending, review and improvement of performance of systems related to subcontractors and the vendor.

The rating sheet for 5.3.d. continues on the following page.

5.3.d. Continuous Quality Improvement Systems (Cont.)

RATING	NOTES	
The vendor describes extensive competency in their approach to and implementation of continuous quality improvement, fully describes proven capabilities in their systems approach to reporting, analyzing, and tracking clinical data and critical incidents, and describes an outstanding approach to meeting performance targets. The vendor fully describes all of the required elements in full detail.	3 Points	
The vendor describes clear competency in their approach to and implementation of continuous quality improvement, adequately describes consistent capabilities in their systems approach to reporting, analyzing, and tracking clinical data and critical incidents, and describes a reasoned approach to meeting performance targets. The vendor describes the required elements in adequate detail.	2 Points	
The vendor describes little competency in their approach to and implementation of continuous quality improvement, partially describes a systems approach to reporting, analyzing, and tracking clinical data and critical incidents, and partially describes minimal capabilities in their approach to meeting performance targets. The vendor describes the required elements in basic detail.	1 Point	
The vendor does not describe the approach to and implementation of continuous quality improvement, does not describe a systems approach to reporting, analyzing, and tracking clinical data and critical incidents, and does not describe the approach to meeting performance targets such that a clear understanding of the response is not possible. The vendor does not describe the required elements in full detail.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.e. Technical Assistance and Training

- The vendor shall describe its plan for technical assistance and training, which shall include:
 - The relationship between emerging trends in the behavioral health field, monitoring findings, training, clinical supervision, and the continuous quality improvement system, and
 - The vendor's ability to support the implementation of evidence-based practices through contracting requirements, program development and design, training, and the quality improvement system and how it will monitor fidelity of implementation of evidence-based practices in partnership with the department.

RATING		NOTES
The vendor demonstrates extensive competency in addressing its plan for technical assistance and training. The plan demonstrates the vendor's proven capability to support the implementation of evidence based practices and an outstanding approach to fidelity monitoring in partnership with the department.	3 Points	
The vendor demonstrates clear competency in addressing its plan for technical assistance and training. The plan adequately demonstrates consistent capability to support the implementation of evidence based practices and a reasoned approach to fidelity monitoring in partnership with the department.	2 Points	
The vendor demonstrates little competency in addressing its plan for technical assistance and training. The plan demonstrates minimal capability to support the implementation of evidence based practices and a basic approach to fidelity monitoring in partnership with the department.	1 Point	
The vendor's response does not sufficiently address its plan for technical assistance and training. The plan poorly describes the vendor's ability to support the implementation of evidence based practices and includes an inadequate approach to fidelity monitoring in partnership with the department.	0 Points	

Vendor: _____ SCORE: _____

Evaluator Initials: _____

The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).

5.3.f. Data Collection, Reporting and Analysis

The vendor shall describe:

- Its current data collection, analysis and reporting system, to include the system's ability to track costs, service utilization, quality of care, access to services, and service recipient outcomes within the network of subcontractors.
- How the vendor will ensure accurate and timely entry of data into the Substance Abuse and Mental Health Information System (SAMHIS) in accordance with the Department of Children and Families Pamphlet 155-2. The vendor shall provide a detailed explanation of how the vendor shall carry out quality improvement in the protection of the data of the individuals served and in the computer data entry process.
- The approach to protecting and maintaining confidentiality of sensitive individual information relative to paper and computer-based file system (mainframes, servers and laptops) across a complex and comprehensive direct service subcontractor network.
- How this will be monitored, tracked and how technical assistance and corrective action will be implemented.
- The vendor shall highlight data system enhancements that will be required prior to implementation, if any.
- How the vendor will carry out quality assurance in the protection of individual data and in the computer data entry process.
- How analysis of data will be used to improve on the quality of care, utilization management functions, and impact on technical assistance and training.

The department has a strong preference for responses that indicate that all subcontractors will use a limited number of evidence-based screening and assessment instruments.

Although prospective vendors are not expected to invest in Electronic Health Records (EHR) for the purposes of this procurement, the department is interested in the vendor's description of its data system's capacity to perform various electronic health record (EHR) functions including, but not limited to:

- (1) automated, standardized, and evidence-based screening and assessment instruments to improve proper evaluation and placement of individuals with and without co-occurring disorders;
- (2) automated referral and electronic consent for release of confidential information within and between subcontractors,
- (3) "SMART" treatment plan and review that automatically tracks assessment results, services provided, and individual progress during and after treatment;
- (4) integrated processes for intake, admission, discharge and follow-up;
- (5) encounters and progress notes that automatically generate state and Medicaid billing and payment;
- (6) utilization management, including but not limited to waiting lists and capacity management;
- (7) determination of individuals served financial and clinical eligibility;
- (8) electronic capability for state billing, invoice payment and claims adjudication, and/or Medicaid billing and payment (HIPAA 837 and 835 transactions);
- (9) automated processes for state and federal data analysis and reporting; and
- (10) full compliance with federal and state laws and regulations pertaining to security and privacy of protected health information.

The rating sheet for 5.3.f. continues on the following page.

5.3.f. Data Collection, Reporting and Analysis (Cont.)

RATING		NOTES
The vendor's reply demonstrates proven capability for data collection, analysis, and reporting. The vendor's reply demonstrates extensive competency of its capacity to ensure the accuracy and timeliness of data submitted into SAMHIS as well as the privacy and security of these data. The vendor's reply demonstrates proven capability to use data for quality improvement, utilization management and technical assistance purposes.	3 Points	
The vendor's reply demonstrates consistent capability for data collection, analysis, and reporting. The vendor's reply demonstrates clear competency of its capacity to ensure the accuracy and timeliness of data submitted into SAMHIS as well as the privacy and security of these data. The vendor's reply demonstrates consistent capability to use data for quality improvement, utilization management and technical assistance purposes.	2 Points	
The vendor's reply demonstrates minimal capability for data collection, analysis, and reporting. The vendor's reply demonstrates little competency of its capacity to ensure the accuracy and timeliness of data submitted into SAMHIS as well as the privacy and security of these data. The vendor's reply demonstrates minimal capability to use data for quality improvement, utilization management and technical assistance purposes.	1 Point	
The vendor has so poorly responded that a clear understanding of its capability for data collection, analysis, and reporting is not possible. The vendor's reply does not demonstrate competency of its capacity to ensure the accuracy and timeliness of data submitted into SAMHIS as well as the privacy and security of these data. The vendor's reply has so poorly responded that a clear understanding of its capability to use data for quality improvement, utilization management, and technical assistance purposes is not possible.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.g Financial Management Systems

The vendor shall describe its 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. The vendor shall highlight areas that will need to be enhanced prior to implementation, if any. Sample reports shall be attached to demonstrate financial reporting capability. In the case of a newly created entity, the vendor shall describe the founding collaborative partners' system and provide the same supporting documentation.

The selected vendor shall maintain an accounting system and employ accounting procedures and practices that conform to generally accepted accounting principles and standards. All books and records shall be maintained to the extent and in such detail as negotiated with the department. All funds received under the resulting contract shall be separately accounted for.

The vendor is required to submit annual financial audits to the department within 180 days after the end of the vendor's fiscal year or within 30 days of the receipt, whichever occurs first. In addition, the vendor shall submit copies of all interim financial statements or other financial analyses provided to their Board of Directors to the contract manager within 30 days of their report to the Board.

The vendor shall describe examples of capacity to redirect service dollars from restrictive care settings to community-based recovery services

The vendor shall provide evidence of the ability to secure diverse financial resources apart from the department contracted dollars, e.g., third-party payments, grant applications, charitable donations, corporate, and foundation funds and in-kind supports to enhance or expand services, as well as maximization of community financial support and volunteer programs. The vendor shall describe current funding sources and fund development results for the last three years. The vendor shall also describe how they will provide resources at no cost to the department for the transition of services, if necessary. A newly created entity shall fully describe how it would build or secure diverse financial resources. The vendor shall describe fund development results for each of the founding collaborative partners for the last three years, if applicable.

The vendor shall provide a plan to meet match requirements.

The rating sheet for 5.3.g. continues on the following page.

5.3.g. Financial Management Systems (Cont.)

RATING		NOTES
The vendor reply extensively describes outstanding capacity to operate an electronic financial management system; provides outstanding samples of reports; submits audit reports; describes an accounting system that meets generally accepted accounting principles; describes outstanding capacity to redirect dollars; and a plan that demonstrates proven capacity to meet the match requirement.	3 Points	
The vendor reply clearly describes consistent competency to operate an electronic financial management system; provides adequate samples of reports; submits audit reports; describes an accounting system that meets generally accepted accounting principles; describes consistent capacity to redirect dollars; and a plan that demonstrates adequate capacity to meet the match requirement.	2 Points	
The vendor reply describes little capacity to operate an electronic financial management system; provides few samples of reports; submits audit reports; does not adequately describe an accounting system that meets generally accepted accounting principles; describes little capacity to redirect dollars; and a plan that demonstrates minimal capacity to meet the match requirement.	1 Point	
The vendor has so poorly responded that a clear understanding of its capacity to operate an electronic financial management system is not possible. The vendor's reply does not demonstrate competency of its capacity to generate reports; does not submit audit reports; does not describe an accounting system that meets generally accepted accounting principles; does not describe its capacity to redirect dollars; and does not include a plan that demonstrates capacity to meet the match requirement.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.h. Planning

The vendor shall describe:

- How it will work with the SunCoast Region to provide performance, utilization, and other network information for the Florida Department of Children and Families Substance Abuse and Mental Health Services Plan.
- How it will work with the SunCoast Region to provide appropriate information for the department's Long Range Program Plan and its Annual Business Plan. The vendor is expected to participate in departmental planning processes at the state, regional, and circuit levels as appropriate.
- Its annual operational plan, which shall identify the network's goals, objectives, and improvements.
- The outline of a transition plan for assuming managing entity responsibilities.

RATING		NOTES
The vendor demonstrates extensive competency in how it will work with the Region on plans and specifies how it will participate in departmental planning processes at State, regional, and circuit levels. The vendor demonstrates proven capabilities in describing its goals, objectives and improvements for its annual operational plan. The vendor provides an outstanding outline of a transition plan.	3 Points	
The vendor demonstrates clear competency in how it will work with the Region on plans and specifies how it will participate in departmental planning processes at State, regional, and circuit levels. The vendor demonstrates consistent capabilities in describing its goals, objectives and improvements for its annual operational plan. The vendor provides a consistent outline of a transition plan.	2 Points	
The vendor demonstrates little competency in how it will work with the Region on plans and does not clearly specify how it will participate in departmental planning processes at State, regional, and circuit levels. The vendor demonstrates minimal capabilities in describing its goals, objectives and improvements for its annual operational plan. The vendor provides an inadequate outline of a transition plan.	1 Point	
The vendor has so poorly responded that a clear understanding of its capacity to work with the Region on plans and specify how it will participate in departmental planning processes at State, regional, and circuit levels is not possible. The vendor's reply does not demonstrate competency in describing its goals, objectives and improvements for its annual operational plan. The vendor does not provide an outline of a transition plan.	0 Points	

Vendor: _____ SCORE: _____

Evaluator Initials: _____

The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).

5.3.i. Board Development and Governance

The managing entity shall be a Florida not-for-profit corporation “without members.” The department has a preference that the membership of the Board of Directors be comprised of a majority of community stakeholders/non-subcontractor/non-partner members. At a minimum, the Board of Directors must include individuals served and family members, appropriate community stakeholders and organizations, providers of substance abuse and mental health services as defined in Chapters 394 and 397, F.S.; inclusive of at least one resident member from each of the Circuits in the SunCoast Region. Prospective vendors submitting replies must maintain at least one representative from the private receiving facilities as an ex-officio board member.

The vendor shall provide:

- Its organization and governance structure, depicting clear lines of authority across all levels of the service network to the county level. 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.
- A table of organization must be included that identify key roles including, but not limited to, program management, program development, financial management, quality improvement, contracting oversight and monitoring, utilization management, and information systems.
- Copies of all of its governing documents including but not limited to its articles of incorporation, bylaws, or other documents concerning governance.
- A listing of the Board of Directors, their names, titles, organizational affiliation, telephone numbers, county of residence, home address, work addresses, and terms of office.
- As a pass-through entity of public funds, an outline of its approach to ensuring full transparency of all business related to the management and oversight of public funds and services as it relates to its managing entity responsibilities.
- Copies must be submitted of detailed policies and procedures illustrating public access to information, public notice of meetings, and opportunity for broad public participation in decision-making through the inclusion of individuals served, families, and relevant stakeholders. The description and the policy and procedures should include that Board of Director meetings will be posted and open to the public except when the board meets in closed session related to confidential and privileged information.
- A description of its approach to ensuring that department staff will have the necessary access and support needed to review the vendor's records and subcontractors records pertaining to service delivery, invoicing, fiscal management, data management, incident reporting and such documents as determined to assure accountability of service provision and the expenditure of state and federal funds.

The rating sheet for 5.3.i. continues on the following page.

5.3.i. Board Development and Governance (cont.)		
RATING	NOTES	
The vendor demonstrates extensive competency in describing its organization and governance structure, including a table of organization with key staff and roles identified. The vendor submits copies of governing documents, is a not-for-profit corporation without members, has a majority of community stakeholders on Board of Directors, and describes an outstanding approach to transparent business practices. The vendor demonstrates proven capacity to explain how department will have appropriate access to review vendor and subcontractor records.	3 Points	
The vendor demonstrates clear competency in describing its organization and governance structure, including a table of organization with key staff and roles identified. The vendor submits copies of governing documents, is a not-for-profit corporation without members, has a majority of community stakeholders on Board of Directors, and describes a reasoned approach to transparent business practices. The vendor demonstrates consistent capacity to explain how department will have appropriate access to review vendor and subcontractor records.	2 Points	
The vendor demonstrates little competency in describing its organization and governance structure, including a table of organization with key staff and roles identified. The vendor submits few copies of governing documents, is a not-for-profit corporation without members, does not have a majority of community stakeholders on Board of Directors, and describes a basic approach to transparent business practices. The vendor demonstrates minimal capacity to explain how department will have appropriate access to review vendor and subcontractor records.	1 Point	
The vendor has so poorly responded that a clear understanding of its capacity to describe its organization and governance structure, including a table of organization with key staff and roles identified is not possible. The vendor's reply does not demonstrate competency. The vendor does not submit copies of governing documents, is a not a not-for-profit corporation without members, does not have a majority of community stakeholders on Board of Directors, and does not describe an approach to transparent business practices. The vendor does not provide an approach to a transition plan.	0 Points	
Vendor: _____ SCORE: _____ Evaluator Initials: _____ The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

5.3.j. Disaster Planning and Preparation

The vendor shall describe how it will work collaboratively with the department for disaster planning and preparation.

The vendor shall present an outline of a regional behavioral health disaster plan during the negotiation process that reflects the vendor's planned involvement with community-based disaster plans and that includes, but is not limited to, pre-disaster records protection, alternative accommodations and supplies for service recipients in appropriate environments during a disaster/emergency, and post-disaster recovery efforts which allow for post-disaster continuity of services in the event of a disaster/emergency.

RATING		NOTES
The vendor demonstrates extensive competency in describing how it will work collaboratively with the department for disaster planning and preparation and presents an outstanding outline of a regional behavioral health disaster plan.	3 Points	
The vendor demonstrates clear competency in describing how it will work collaboratively with the department for disaster planning and preparation and presents a reasonable outline of a regional behavioral health disaster plan.	2 Points	
The vendor demonstrates little competency in describing how it will work collaboratively with the department for disaster planning and preparation and presents a basic outline of a regional behavioral health disaster plan.	1 Point	
The vendor has so poorly responded that a clear understanding of its capacity to describe how it will work collaboratively with the department for disaster planning and preparation is not possible. The vendor does not present a clear outline of a regional behavioral health disaster plan	0 Points	

Vendor: _____ SCORE: _____

Evaluator Initials: _____

The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).

5.3.k. Innovations Leading to Cost Efficiencies

The SunCoast Region is committed to ensuring that the maximum amount of financial resources is made available for direct services to individuals served. In furtherance of this goal, the vendor shall submit as part of their reply to this ITN a detailed Administrative Cost Reduction Plan for creating administrative and service provision cost savings and efficiencies.

These savings and efficiencies described above shall be achieved through, but not limited to, the streamlining of the subcontractor network; the reduction, elimination, and consolidation of duplicative administrative structures; coordinated procurements with parallel fund sources; and other reductions to service delivery overhead costs.

This plan shall clearly address the administrative costs of the managing entity and its subcontractors. The plan shall outline specific processes, approaches, and management techniques used to achieve a progressive/incremental administrative cost reduction over the course of the first three (3) years of the contracted period and how the reduced administrative rate will be maintained. The plan shall propose reinvestment of the cost savings into improved access to quality care, promotion of service continuity, implementation of innovative evidence-based practices, improved performance, expansion of the services array, and necessary infrastructure development.

The plan shall propose the benefits to be realized from the cost savings, such as: improved access to quality care, promotion of service continuity, implementation of innovative evidence-based practices, improved performance, expansion of the service array, ensuring the availability of specialized services for special populations, and necessary infrastructure development. The plan shall address efficiencies to be achieved through service procurements coordinated with parallel service systems which include, but are not limited to, the Community-based Care Foster Care Managing Agencies, the Judicial Circuits, state treatment facilities, local state and governmental agencies, the homeless coalitions, the Agency for Persons With Disabilities, and the Adult Protection System.

The department will focus its evaluation for this area on total administrative costs for the service delivery system, including administrative costs incurred by subcontractors and administrative costs incurred by the managing entity. In the evaluation of the vendor's reply, significant weight will be given to those responses which exhibit innovative strategies for leveraging financial resources, reducing duplicative administrative costs and ensuring that maximum financial resources are made available for direct services to individuals.

The rating sheet for 5.3.k. continues on the following page.

5.3.k. Innovations Leading to Cost Efficiencies (cont.)

RATING		NOTES
The vendor demonstrates extensive competency in its administrative cost reduction plan. The plan has an outstanding approach for the creation of administrative and service provision cost savings and efficiencies.	3 Points	
The vendor demonstrates clear competency in its administrative cost reduction plan. The plan has a reasoned approach for the creation of administrative and service provision cost savings and efficiencies.	2 Points	
The vendor demonstrates fundamental competency in its administrative cost reduction plan. The plan has a basic approach for the creation of administrative and service provision cost savings and efficiencies.	1 Point	
The vendor has so poorly responded that a clear understanding of its administrative cost reduction plan is not possible. The vendor does not present a clear approach for the creation of the administrative and service provision cost savings and efficiencies.	0 Points	

Vendor: _____ SCORE: _____

Evaluator Initials: _____

The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).

5.3.I. Financial Stability

To demonstrate financial stability, the vendor shall submit copies of their independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A newly created entity shall submit the requested financial reports from each of the founding collaborative partners.

The factors used for determining score assigned to Section 5.3.I. can be found below.

Please circle the point value achieved in each section below. The total score for section a-c will be entered on the following page.

a. A Current Ratio

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

1.75 or greater	3 points
1.25 or greater, 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

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.)

1.75 or greater	3 points
1.25 or greater, 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

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

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

Score each agency's financial and compliance audits and/or certified financial statements, or where vendors were not subject to audit requirements, their financial statements, independently of the other agencies.

Once a score has been determined for each agency participating in the newly created entity, total their scores and divide by the number of participating agencies to arrive at an average score.

The average score is the final score that is to be recorded in section 5.3.k.

The rating sheet for 5.3.I. continues on the following page.

5.3.I. Financial Stability (cont.)

RATING		NOTES
The vendor's reply reflects that the vendor obtained a score of 7-9 on factors listed on the previous page.	3 Points	
The vendor's reply reflects that the vendor obtained a score of 4-6 on factors listed on the previous page.	2 Points	
The vendor's reply reflects that the vendor obtained a score of 2-3 on factors listed on the previous page.	1 Point	
The vendor's reply reflects that the vendor obtained a score of 0-1 on factors listed on the previous page.	0 Points	
Vendor: _____ SCORE: _____		
Evaluator Initials: _____		
The score for this criterion must be inserted by the evaluators into the score column of the table in Section B, Evaluation Summary (below).		

B. Evaluation Summary

The Score column in the table below is to be populated by the evaluators using the score for each criteria category (5.3.a through 5.3.l) in Section A, Scoring Criteria, above.

Section		Score
5.3.a.	System of Care Development and Management	
5.3.b.	Utilization Management Systems	
5.3.c	Network/Subcontractor Management & Subcontractor Relations	
5.3.d.	Continuous Quality Improvement Systems	
5.3.e.	Technical Assistance and Training	
5.3.f	Data Collection, Reporting and Analysis	
5.3.g.	Financial Management Systems	
5.3.h.	Planning	
5.3.i.	Board Development and Governance	
5.3.j.	Disaster Planning and Preparation	
5.3.k.	Innovations Leading to Cost Efficiencies	
5.3.l.	Financial Stability	
Total Score		
Total Possible Score		36
Vendor: _____ _____ Evaluator's Signature _____ Date		