




<b><u>DEPARTMENT NAME:</u> Utilization Management</b>		
<b><u>SUBJECT:</u> Contract Management</b>		<b><u>POLICY NUMBER:</u> CON-001</b>
<b><u>APPROVAL:</u></b> 	<b><u>EFFECTIVE DATE:</u></b> 11-3-2020	<b><u>REPLACES :</u></b> CON-001 dated 05/21/2013

- I. **PURPOSE:** This policy furnishes the procedures to ensure that the Children’s Network of Southwest Florida LLC (CNSWFL), through its contracting process is in compliance with applicable state and federal laws, rules, and regulations governing contracts for services.
- II. **REVIEW HISTORY:** This policy replaces previously approved CON-001 dated 8/31/06 and 5/21/13.
- III. **CONTACT:** Utilization Management Director
- IV. **PERSONS AFFECTED:** Lead agency staff and contracted providers.
- V. **POLICY:** The Children’s Network of Southwest Florida utilizes a well-defined process to select and monitor contract providers. All contracted services shall support the CNSWFL mission of safety, permanence and well-being for the families that it serves. It is the responsibility of the Children’s Network of Southwest Florida to ensure that the expenditure of these financial resources is in compliance with the Department of Children and Families’ contract for services.
- VI. **RATIONALE:** This policy clarifies the functions and roles of persons within the system and provides ongoing guidance and reference to assist in the daily functioning of the organization so that the CNSWFL can protect the funds it receives and disburses, derive the maximum return of services from those funds, and use the financial resources allocated by the Department of Children and Families and other resources to the fullest extent possible to provide mandated and needed services to the families it serves.
- VII. **CROSS REFERENCES:** Chapter 287.057, F.S., Chapter 20.19, F.S., Chapter 409 F.S., Services Contract HJ300 between the CNSWFL and the Department of Children and Families (DCF) and CBC Subcontracting Guidelines dated.
- VIII. **DEFINITIONS:**
  - A. **Accreditation-**Recognition issued by a national accrediting organization to behavioral healthcare and human services providers for their compliance with the established evaluation criteria for service quality. Commonly known accrediting organizations include the Rehabilitation Accreditation Commission (CARF), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the Council on Accreditation (COA).

**B. Allowable Expenses** – reasonable and necessary costs involved in providing services to families and their children for provision of these services in accordance with the following cost principles:

1. In accordance with the requirements of Uniformed Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 and is referenced hereafter as (2 CFR, Part 200).
2. Costs related to each activity are based on the current reporting month. All costs will be screened for allowable costs in accordance with 2 CFR, Part 200.

**C. Amendment** - A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.

**D. Attachment I** - The unique, program-specific part of the contract that contains the statement of work for each provider. Required sections are services to be provided, manner of service provision, method of payment, and special provisions.

**E. Breach of Contract** - A condition that results from the failure of a party to a contract to abide by all material terms or conditions of the contract such that one party loses the value of its bargain with the other party. A breach may be indicated by one or more findings contained in the final monitoring report and any other material reports. Breach is a sufficient condition for contract termination but not an automatic reason.

**F. Case Management Organization** - Contracted provider of the CNSWFL which provides child welfare case management services.

**G. Certification Regarding Lobbying** - Signed statement certifying that 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.

**H. Confidentiality** - All materials obtained and compiled by the monitors are classified and not discussed with anyone except the contract monitor's supervisor during the period of monitoring. After the final report has been submitted, records which are restricted, such as client identification or location of domestic violence shelters, remain secret; other working papers are public record.

**I. Contract** - For the purposes of this document, a contract is a formal written agreement between the CNSWFL and an individual or organization for the delivery of services. A formal contract consists of the Standard Contract and Attachment I including special provisions, plus any other attachments or exhibits deemed necessary.



**J. Contract Closeout** - The final process or steps to be taken upon completion or termination of a contract. This may include, but is not limited to (1) processing the final payment; (2) recovering any overpayment; or (3) recovering all equipment purchased in accordance with the terms of the contract.

**K. Contract File** - The official contract record for The Children's Network of Southwest Florida which must be maintained for a period of six (6) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. This file is sometimes known as the contract manager's file.

**L. Contract Manager** - The employee designated by the contract signer to serve as the primary point of contact, who is responsible for the success of the contract.

**M. Contract Terms** - Conditions, obligations, rights, price, etc., as specified in a contract or instrument. Term is a word or phrase; an expression; a fixed and definite period of time.

**N. Corrective Action Plan** - A written plan developed by the provider that responds to findings of substantial deficiencies in contract compliance.

**O. Cost Analysis Comparison** - A formal review process to ensure the costs associated with the purchase are appropriate, reasonable, and necessary. CNSWFL shall document an assessment of the appropriateness and necessity of the costs. A detailed cost analysis is required for any purchase greater than \$150,000.00 annually, although it may be conducted for purchases of a lesser dollar amount in order to determine if the amount of the subcontract is fair value for the services being purchased. A cost analysis involves a documented review/analysis of the Provider's budget and each line item (along with narrative detail of the line item) and a review of indirect costs to determine if the costs are appropriate, reasonable and necessary.

**P. Cost Principles** - The explanation of contract pricing which includes provisions for allowable and unallowable costs.

**Q. Cost Reimbursement** - Method of payment used when the CNSWFL reimburses the provider for actual expenditures incurred in accordance with a line item budget.

**R. Debarment and Suspension Certification** - The CNSWFL is prohibited from contracting with a provider for \$25,000 or more in federal monies if the provider has been debarred, suspended, declared ineligible or voluntarily excluded from receiving federal funds. This prohibition is also true of providers who audit federal programs, regardless of the amount of federal monies involved in their contracts. The Certification Regarding Debarment and Suspension form must accompany applicable contracts.

**S. Department** - Florida Department of Children and Families, unless otherwise stated.

**T. Executed Contract** - A contract for services that has been signed and dated by both parties (authorized representatives of the CNSWFL and the provider).

**U. Exhibit** - A Document referenced in a contract attachment. The use of the word "exhibit" avoids confusion and allows for clearer referencing.

**V. Extension** - An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase based on the method and rate previously established in the contract.

**W. Fiscal Year** - An accounting period of twelve consecutive months.

**X. Fixed Unit Price** - Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).

**Y. Information Technology Resources** - Information technology resources (ITRs) are defined as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities.

**Z. Licensing** - As defined by subsection 120.52(10), F.S., the issuance, denial, renewal, revocation, suspension, annulment, withdrawal, or amendment of license or imposition of terms for the exercise of a license.

**AA. Licensing Agency** - As defined by subsection 435.02 (3), F.S., any state or county agency which grants licenses or registration permitting the operation of an employer or is itself an employer. When there is no state licensing agency or the county licensing agency chooses not to conduct employment screening, "licensing agency" means the Department of Children and Family Services.

**BB. Match** - Refers to a specified percentage of program or project costs, cash or in-kind, that must be contributed by a grantee in order to be eligible for funding. This requirement may either be stated as a specified minimum percentage of total allowable costs or a maximum percentage of participation in such costs.

**CC. Minimum Programmatic Requirements** - A narrative which details the Statement of Work. It includes what services are to be provided, specific eligibility requirements to be used in determining clients to be served, concrete objectives that are to be accomplished, and any other special requirements which affect how the program will operate.

**DD. Minority Business** - Any small business enterprise which is organized to engage in commercial transactions and which is at least 51 percent owned and controlled by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. [subsection 288.703(2), F.S.]

**EE. Monitoring** -The acquisition, review, and reporting of information about the provider's compliance with the terms and conditions of the contract.

**FF. Performance** -Quantitative statements that specify the level of accomplishment of an outcome or output measure contained in the Attachment I of the standard contract.



**GG. Performance Based** - A contract which contains quantitative or qualitative indicators (performance measures) used to assess a provider's performance against a specified level of performance of an output or outcome (performance standard).

**HH. Policies and Procedures** - The provider's internal and external written processes used to assure program compliance.

**II. Primary Point of Contact** - For the CNSWFL, the primary point of contact is the contract manager who is responsible for enforcing the performance of the contract terms and conditions and serving as liaison with the contractor.

**JJ. Programmatic Activities** - Referring to the services carried out by the providers to improve the lives of the CNSWFL's clients.

**KK. Programmatic Monitoring** -The review, evaluation and validation of the provider's actual program performance against the specific program tasks, goals and expected outcomes required by the contract.

**LL. Provider** - An organization or individual providing services or materials to the CNSWFL in accordance with the terms of the contract. This term is also known as "contractor" or "vendor."

**MM. Public Entity Crime** - 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 with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. [10-22.-3(4), F.A.C.]

**NN. Purchase Order** - A purchasing document to formalize a purchase transaction executed with a vendor. Purchase orders should be numbered consecutively and contain statements regarding the quantity, description, and price of goods and services ordered.

**OO. Rate Agreement** - A written signed agreement between the CNSWFL and another party that determines a specific rate that will be reimbursed for a specific service.

**PP. Ratios** -Measurement tools to evaluate and validate a provider's financial performance.

**QQ. Services to be Provided** - This is the first section of the Attachment I. It is the part of the document which provides a detailed expression of the services to be provided and is the appropriate place for incorporation of the Statement of Work.

**RR. Special Provisions** -This fourth section of the Attachment I is designed to contain any special requirements not covered elsewhere in the contract.

**SS. Standard Contract** - The approved model contract. This document contains general administrative, financial, and non-programmatic terms.

**TT. State's Fiscal Year** – An accounting period of twelve months starting on July 1 and ending on the last day of June.

**UU. Statement of Work** - The section of a contract that includes, **but is not necessarily limited to:** a description of the services to be provided, the manner of service provision, the clients to be served, specific tasks to be accomplished under the contract, service locations and equipment, deliverables, required reports, the provider and CNSWFL responsibilities, and the performance measures, standards, definitions, and methodologies.

**VV. Subcontract** - A written contract between the provider and another entity to deliver program services. The subcontract must contain all required terms and conditions of the original contract and prior approval was obtained from the Children's Network of Southwest Florida for the use of subcontractors in performing services under the contract.

**WW. Terms and Conditions of Contract** - Administrative and programmatic requirements that are mandated for the signers of mutual agreement.

**XX. Trade Secrets** - The whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the opportunity to obtain an advantage, over those who do not know or use it.

**YY. Unallowable Expenditures** - Expenses that are not included in the contractual agreement, or not allowed according to 2 CFR 200, and therefore, are deemed inappropriate for payment.

## **IX. PROCEDURES:**

### **A. Overview of Contract Management**

#### **1. Decision to Contract:**

CNSWFL uses a decentralized case management process that calls for specialized subcontracts and a defined group of subcontracted case management organizations (CMO) to deliver child welfare services. The CNSWFL, as applicable, may negotiate with prospective providers to assure the maximum use of contracted dollars. Negotiations may consist of, but are not limited to, discussions about scope of service, cost methods, service provision and/or proposed performance measures.

#### **2. Documentation/File Requirements:**

Every contract must be supported by a contract file containing documentation supporting all phases of contract activity. All pertinent information relating to the contract must be maintained in the contract file. The files maintained by the contract manager are the official files of record and must be maintained for a minimum of six (6) years following termination of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records must be retained until resolution of the audit.



### **3. Contractual Services:**

Contractual service means the rendering by a contractor or subcontractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Such services may include, but are not limited to educational training programs, therapeutic services, residential, professional, technical, and social services.

## **B. Performance Contracting**

- 1.** All direct client service contracts entered into by The CNSWFL shall contain a set of performance measures, standards, terms and methodologies by which the performance of the contract provider may be evaluated. This evaluation accomplishes the following:
  - a.** Promotes efficient use of funds through identification and reduction of ineffective or wasteful services.
  - b.** Provides quantitative information regarding the effectiveness of service delivery. Such information can be used to support future appropriation decisions.
  - c.** Assists the contract manager in determining the modifications needed in future contracts.
- 2.** A Performance Measure is a quantitative indicator used to assess if the provider is achieving the desired results. Measures of performance include outputs (direct counts of program activities), and outcomes (results of program activities in the lives of those served).
- 3.** Outcomes and Outputs must be quantifiable and specific enough to give clear direction, to be understood by both the CNSWFL and provider staff. In addition, performance measures should focus on the desired results of the contract goals. Performance measures must possess the following attributes:
  - a.** Every performance measure must have a corresponding methodology. The methodology is a detailed description of how the performance data will be collected, processed, analyzed, and reported. Included in the methodology is the mathematical formula that will be used to calculate the level of performance.
  - b.** Performance measures and methodologies must be specified using clearly defined terms.
- 4.** Performance Standards are the quantifiable level of performance or a specified, desired level to be achieved for a particular performance measure. Contract performance measures must have standards by which to evaluate the provider's success in delivering services.
  - a.** Performance measures will be developed in conjunction with the performance standards set forth in the State issued Community Based Care Contract.
  - b.** Performance standards must be based on data sources that have their origin in the

routine performance of the provider's work. The collection of the data should be an integral and essential part of providing the service, e.g. client records, payroll or personnel information, expense or payment records, or treatment or assessment instruments.

c. All client services contracts are required to contain the following statement:

*Performance Standards Statement: By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, The CNSWFL, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the CNSWFL affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the prescribed time, and if no extenuating circumstances can be documented by the provider to the CNSWFL's satisfaction, they may cancel the contract with the provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the CNSWFL.*

#### **4. Performance Data Sources, Reporting, and Evaluation**

a. All contracts shall state that the contract will be monitored by the CNSWFL in accordance with the CNSWFL's contract monitoring policy.

b. All contracts that involve the delivery of services to clients shall contain provisions requiring that the provider maintain performance data essential to the delivery of services and to the evaluation of the results of those services. The contract shall also specify the reports, records, or other documentation by which such data will be made available.

c. All contracts shall contain a description of the provider's reporting requirements including the content of the reports, the frequency of the reports, due dates, the location and point of contact where reports are delivered, and any reports that are required to be maintained on file at the provider's location.

d. Contract evaluation is any task necessary to, or associated with, the objective, independent examination and judgment of the efficiency and effectiveness of a written agreement executed by the CNSWFL for the acquisition of client services. Included in part of the evaluation of a contract is the determination and assurance that the provider has complied with all appropriate standards governing required quality of service.

#### **6. Enforcement, Corrective Actions, and Termination:**

a. All contracts shall contain specific language that informs the provider how and by whom the contract terms and conditions will be enforced. Enforcement language will include, but is not limited to, how the CNSWFL will determine if the contract performance measure standards were met.



b. All contracts shall contain specific language that outlines the procedures that will be used to inform the provider of corrective actions that result from the enforcement of the terms and conditions of the contract. Corrective action language will include, but is not limited to, the steps that will be taken by CNSWFL from the time corrective actions are identified until the corrective action is completed.

c. If corrective actions are not accomplished and accepted within the specified time frame, CNSWFL may terminate the contract in the absence of any extenuating circumstances. The determination of the extenuating circumstances is the exclusive right of CNSWFL. In the event the contract is terminated as the result of the provider failing to achieve the standards set forth in the contract, the provider shall not receive any new contracts for the services for at least 24 months from the date of termination.

### C. Contract Documents

1. **The Contract**: As used in these procedures, the term contract means a formal written agreement executed between the CNSWFL and an individual or organization for the procurement of contractual services. The contract must include, at a minimum, all terms and conditions governing the nature and delivery of services, provider performance specifications and performance evaluation methodology, record keeping and reporting requirements, payment methodology, penalties for the provider's non-compliance. All terms necessary to govern the relationship between the CNSWFL and the provider must be set forth in the contract document.

2. **Contract Document Profile**: The complete contract document shall include at a minimum the: a) Standard Contract, and b) Attachment I. Other attachments may be added as needed. Each Contract shall have a unique 5 digit contract number. See Exhibit A for contract numbering procedure.

3. **Standard Contract**: The Standard Contract is the document that contains the basic contract terms and clauses required in all CNSWFL contractual services contracts. This includes administrative, financial, and non-programmatic terms and conditions usually mandated by federal or state statutes, regulations, rules, and policies of the CNSWFL and other applicable State agencies, such as the Office of the State Comptroller. (The standard contract is attached as Exhibit B)

4. **Attachment I**: A section of the contract document which addresses all the contract terms which are not covered in the Standard Contract. These terms address such things as the service(s) to be delivered, client eligibility, target group(s), service location(s), hours of operation, provider performance standards and evaluation methodology, provider staff qualification requirements, reporting requirements, payment methodology and schedule of deliverables.

A unique Attachment I shall be developed for each type of service. Attachment I development will generally be the responsibility of the contract manager. The contract

manager will coordinate Attachment I development with the appropriate CNSWFL staff possessing programmatic expertise in the areas to be addressed in the contract.

The Attachment I is organized as follows:

**a. Statement of Work:** Describes the services, the manner in which they are to be provided, and how performance will be measured. The Statement of work shall be formatted according guidelines set forth in Exhibit C.

**b. Method of Payment:** The establishment of a method of payment for a contract will take into account the mechanism that best ensures the delivery of services, promotes efficiencies and effectiveness and provides value. The Method of Payment section specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the CNSWFL, and any special conditions pertaining to payment of contract invoices. The section identifies the documentation which must be submitted by the provider to the contract manager or maintained on file by the provider to establish an audit trail for contract costs and provision of services. If applicable, matching requirements, including (a) specific dollar amount(s) and percentage(s) will also be addressed in the Method of Payment section. The Method of Payment section of the contract, in addition to the payment method, will address the payment timing (i.e., reimbursement or advance).

**c.** The CNSWFL will use the method of payment that allows for the most effective use of dollars available.

**(1) Cost reimbursement** – Requires the provider to include a detailed, line item budget in the contract. The provider will be reimbursed for actual, allowable expenditures that are made within the limits of the approved budget. Expenditures reported on the invoice must be supported with documentation that is required to accompany the invoice.

**(2) Fixed price** contracts are either unit cost or fixed fee. Unit cost method requires a pre-determined price for each unit of service delivered. A unit of service may be based on time, tasks, activities, contacts or any combination of these. In a fixed fee contract, the total contract amount is determined upfront and paid upon completion of the total service requirements of the contract.

**(3)** Advances may be used with not-for-profit providers for the first three months of the contract only if needed to assure the contract service can be provided. They must be repaid by the time the final payment is made.

**d. Special Provisions:** The final section of the Attachment I contains any special requirements not covered elsewhere in the contract, including the Standard Contract. This section is the place to incorporate or address the individualized requirements which cannot be addressed in the previous sections.



**5. Other Attachments/Exhibits:** The following are examples of other documents and forms which may be included in the contract as additional attachments: sample invoice forms, line item budgets, appropriate portions of the solicitation document. Subsequent appendages to each contract will be identified as an Exhibit and ordered alphabetically starting with A, such as Exhibit A, Exhibit B.

#### **D. Contract Review and Approval Process**

1. The contract manager must complete the Contract Summary Form prior to submitting a contract for approval (Exhibit D). Included in the contract summary form will be the method of procurement or exemption used to procure the contracted services.
2. The UM Director or designee will assign an appropriate contract number. It is the responsibility of the contract manager to track the contract through the review process.

#### **3. Review Process**

##### **a. Chief Operating Officer or designee certifies:**

- (1) To the need for the services under the terms of the contract.
- (2) That the contract is in compliance with applicable program specific state, federal, CNSWFL, and / or other funding source requirements
- (3) That contracts containing federal funding of \$25,000 or more have a Certification Regarding Debarment and Suspension form signed by the provider.
- (4) That contracts containing federal funding in excess of \$100,000, have a Certification Regarding Lobbying Form completed by the provider which is contained in the contract file.
- (5) That contract negotiations have been performed as needed and that supporting documentation is in the contract manager's file.
- (6) That the Statement of Work is clearly written and that expected results are quantifiable, measurable, and clearly defined in the contract and meet CNSWFL policy requirements for performance contracting.
- (7) That any other applicable clauses are included.

##### **b. The Chief Financial Officer Certifies:**

- (1) To the presence of budget authority to expend moneys for the services specified in the contract.
- (2) A cost price analysis has been completed for all contracts over \$150,000.00 and that supporting documentation is in the contract file.
- (3) That correct accounting codes are used.

(4) That appropriate payment provisions are included and are in compliance with the method of payment section of Attachment I .

#### **4. Contract Execution**

- a. The provider's signature should be obtained prior to obtaining the appropriate CNSWFL signatures.
- b. The signer of the contract for the provider, if not the President, CEO, Executive Director who reports directly to the Board, or Chairman of the Board, must have written authority to commit the provider to the terms of the contract.
- c. Contracts must be signed by the CEO of the CNSWFL or designee.

#### **5. Contract Amendments**

- a. Amendments must be processed through the contract review and approval process with the contract summary form (Exhibit D) signed. Amendments retain the same contract number as the original contract.
- b. Contract amendments must be signed by the original contract signers.
- c. A contract that has expired may not be amended under any circumstances.

### **E. Contract Management**

#### **1. Contract Manager/Staff**

For each contractual services contract, a designated employee shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. This individual is designated by the contract signer to serve as the contact person who is responsible for the success of the contract.

##### **a. Contract Manager Responsibilities**

- (1) Carrying out the preparations for contracting.
- (2) Objectively soliciting and analyzing bids when competitive procurements are determined appropriate.
- (3) Ensuring that the appropriate audit requirements are conveyed to the provider.
- (4) Negotiating the contract.
- (5) Securing a signed Certification Regarding Debarment and Suspension Form from the provider for any contract containing federal funding of



\$25,000 or more. If the provider refused to sign the form, a written explanation must be attached to the unsigned form.

(6) Securing a signed Certification Regarding Lobbying Form prior to contract execution for any contract containing federal funding in excess of \$100,000.

(7) Determining whether a provider is a subrecipient or a vendor through the use of the DCF Federal Subrecipient and Vendor Determination Checklist.

(8) Request the Chief Financial Officer to complete the Post Award Notice of Federal Awards and State Financial Assistance, insuring that copies are posted to the file.

(9) Conducting diligent oversight of provider performance, acting as the primary point of contact with the provider for the CNSWFL, and acting as part of the monitoring team as described in CNSWFL policy CON-002.

(10) Processing, inspecting, reviewing, and approving the provider's invoices for payment.

(11) Reviewing required reports to ensure contract compliance.

(12) Reviewing the provider's documentation of contract-related expenditures, including quarterly expenditure reports to identify expenses as reasonable, necessary and allowable, and consistent with initial approved budgets.

(13) Ensuring that providers complete the Civil Rights Compliance Checklist, form CF 946.

(14) Maintaining the files of record pertaining to his/her contract(s).

(15) Acting as team leader for contract monitoring unless the CNSWFL designates someone different.

(16) Approving corrective action plans, where required, and overseeing their implementation.

(17) Completing the closeout process upon completion or termination of a contract.

#### **b. Standards for Contract Staff**

Contract staff is required to comply with the CNSWFL work performance policies and are responsible to:

(1) Initiate appropriate action after learning that a provider's actions, or lack of action, have created a serious threat to the health, safety, or welfare

of any client, employee, or member of the public.

(2) Report, discuss, or document the failure of a provider to comply with material contract requirements,

(3) Advise the UM Director of a material failure or breach by a provider.

## **2. Contract Management File**

**a.** The contract management file is the official record for the CNSWFL and must be maintained for a period of six (6) years, hard copy or electronic, following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later.

**b.** A chronological file is prepared to hold pertinent information related to a contract from the time it is awarded until contract closeout. This is the official file of record for such information and will include, if applicable, but is not limited to:

- (1) Copy of the contract and Contract Review Form;
- (2) Memorandum of Negotiation;
- (3) Certification Regarding Debarment and Suspension Form for all contracts containing federal funding of \$25,000 or more;
- (4) Certification Regarding Lobbying Form for all contracts containing federal funding in excess of \$100,000;
- (5) Documentation evidencing cost price analysis for designated contracts;
- (6) Civil Rights Compliance Questionnaire, if applicable;
- (7) Copy of 501(c) 3 if applicable;
- (8) Applicable licenses and accreditations;
- (9) Documentation supporting provider compliance with insurance requirements in contract;
- (10) Signature Authority;
- (11) Subrecipient and Vendor Determination Checklist
- (12) Correspondence regarding the contract;
- (13) Amendments;
- (14) Copies of invoices and supporting documentation



- (15) Payment Activity Log
- (16) Required Reports
- (17) Performance Documentation
- (18) Post Award Notice
- (19) Team Meeting Minutes
- (20) Monitoring and Evaluations Reports
- (21) Corrective Action Plans

### 3. Invoice Processing, Inspection, Review, and Approval

The contract manager must receive invoices or requests for payment directly from the provider and process them for payment.

a. Upon receipt of each invoice, the contract manager must determine the following:

- (1) Were invoiced goods and services satisfactorily provided according to the term and conditions of the contract?
- (2) Is the request for payment in the proper format, mathematically correct, and contain the necessary information as required?
- (3) Is supporting documentation included and support the request for payment?
- (4) Are expenditures allowable according to the contract budget and/or other contract terms?

#### b. Invoice Approval

The contract manager's or designee's signature on an invoice attests that the goods or services have been satisfactorily provided, and that the expenditures are allowable and in compliance with the terms of the contract. Adequate review and inspection time should depend on the complexity of the deliverables but should not exceed 5 working days. If the invoice is approved, the contract manager should transmit it to the appropriate fiscal staff for payment. If the invoice is disapproved, the contract manager should return it to the provider with an explanation and corrective actions to be taken.

#### **4. Site Visits**

The Contract Manager may make periodic visits to the provider's service locations and administrative sites as reasonable.

#### **5. Provider Team Meetings**

The contract manager shall arrange for periodic provider team meetings and invite the provider and various CNSWFL staff to discuss service provision and provider performance. The frequency of the team meetings shall be decided by the U.M. Director or designee based upon the type of service, the level or risk, previous performance, and the provider's history with the agency. Before each team meeting the contract manager will gather and analyze information regarding the provider and the services that are being provided. This information may include performance measures, numbers of clients served, site visit reports, incident reports, Case Manager input, contract expenditures, projected costs, surplus/deficit projections, wait lists, or any other information pertaining to the provider. If significant issues or concerns arise, the Contract Manager may set up a pre-Team meeting with CNSWFL staff to discuss the issues and possible solutions. The contract manager will document each team meeting in the form of minutes. The team meeting minutes will be distributed to all applicable CNSWFL departments as well as to the provider. Each subsequent team meeting will begin with a review and acceptance of the minutes of previous team meetings.

### **F. Contract Default**

1. Contract default is when CNSWFL makes a determination that a provider has failed to perform the terms and conditions of a contract.
2. Providers who fail to perform according to the contract terms and conditions, shall be notified, in writing, of a failure to perform, and provided a reasonable deadline for correcting the failure(s) cited in the correspondence.
3. The notice to the provider of the provider's failure to perform will state that if the established deadline for correction of the performance deficit is not met, the provider may be determined to be in breach of the contract. All correspondence to providers regarding failure to perform shall be sent by Certified Mail, Return Receipt Requested.
4. Unless the provider corrects its failure to perform within the time provided, or unless the CNSWFL determines on its own investigation that the provider's failure is legally excusable, the provider may be found in breach.
5. If the provider does not comply with the request for a corrective action, the provider will be issued a second notice informing them that they are in breach of the contract. The notice of breach will state the reasons the defaulting provider has been found in breach. In addition, the notice will state that the CNSWFL will terminate the contract. The CNSWFL will notify the Department Contract Manager.



## **G. Breach of Contract:**

1. Breach is a legal term that describes a condition that results from a failure of a party to a contract to abide by the material terms or conditions of a contract such that one party loses the value of its bargain with the other party.
2. A breach may be indicated by one or more findings contained in the monitoring report and any other material reports that find that a provider is not complying with the terms and conditions of the contract. The contract manager, contract signer, administrative services and program staff shall be consulted in any instance in which there is reason to believe that a breach of contract has occurred.

## **H. Contract Termination:**

1. Termination refers to the ending of a contract. A contract may be terminated in whole or in part. If terminated only in part, the non-terminated portion remains in full force and effect for the duration of the original agreement. Terminations may be made by mutual agreement or as a result of default or breach. Regardless of the reason, if a contract is to be terminated, the contract manager prepares, for the signature of the contract signer, a letter to the provider stating the reason for and the date of termination. The contract manager must ensure that the termination date is in accordance with the time frames specified in the applicable termination clause in the contract. The letter should be delivered by certified mail, return receipt requested, or in person with proof of delivery. A copy of the termination letter, indicating the contract number, must be placed in the contract manager's file.
2. In the event a contract is terminated for cause, the provider will not be permitted to contract with the CNSWFL for a period of no less than 24 months.

## **I. Residential Group Care Contracts and Rate Agreements**

1. CNSWFL will enter into a contract as outlined in this policy with residential group care facilities located within Circuit 20 when a program is being purchased in addition to bed capacity. If another CBC outside of Circuit 20 wants to place a child in a Circuit 20 residential group care facility they may execute a "Piggyback" contract where all the terms and the conditions of the CNSWFL contract will apply. The CNSWFL contract manager will be responsible for contract management/monitoring and shall share any issues or monitoring results with the CBC that has a child placed in the facility.
2. CNSWFL will enter into a rate agreement with residential group care facilities outside Circuit 20. This rate agreement will incorporate the terms and conditions of the home CBC's full contract. This rate agreement is a "Piggyback" contract to the Home CBC contract, where all terms and conditions of the Home CBC contract shall apply. The Home CBC will be responsible for contract management and monitoring.

## **J. Working Agreements**

1. CNSWFL will enter into a Working agreement with a group care facility that is out of circuit but does not contract with the home CBC. The working agreement will include services to be received, rates to be paid and statutorily required contract language.

2. Working agreements with residential group care facilities within Circuit 20 will be executed when the only service being purchased is a daily bed rate without additional programmatic services.

3. Working agreements / Consulting agreements will be utilized when appropriate with individual providers for specific recurring services to children and families. Providers will submit a Network Provider Application (**Exhibit E**) to include copies of their license, current insurance, accreditation, and an attestation that all Level 2 background screening requirements per Chapter 435.04 have been successfully completed. Agreements will be reviewed annually and updated as necessary.

#### **K. EXHIBITS:**

Exhibit A - Contract Numbering Process

Exhibit B - Children's Network of Southwest Florida Standard Contract

Exhibit C - Statement of Work Format

Exhibit D - Contract Summary Form

Exhibit E – Network Provider Application



**EXHIBIT A**

**Contract Numbering System**

Children’s Network of SW Florida will use a five digit contract numbering system as described below:

**I. Contract Type (first digit)**

- AXXXXX-Case Management Organization
- BXXXXX- Specialty Services Contract
- CXXXXX- SAMH
- DXXXXX-Residential
- EXXXXX-Working Agreement Residential
- FXXXXX-Prevention
- GXXXXX-Shelter
- SXXXXX-Statewide “piggyback” contract
- TXXXXX-Training
- WXXXXX-Working Agreement non-residential

**II. Length of Contract (second digit)**

- XAXXX-one or less Fiscal Year
- XBXXX- Multi fiscal Years

**III. Fiscal year in which contract begins (third digit)**

∅XAXX-FY03/04	XXMXX-FY15/16
∅XBXX-FY04/05	XXNXX-FY16/17
∅XCXX-FY05/06	XXOXX-FY17/18
∅XDXX-FY06/07	XXPXX-FY18/19
∅XEXX-FY07/08	XXQXX-FY19/20
∅XFXX-FY08/09	XXRXX-FY20/21
∅XGXX-FY09/10	XXSXX-FY21/22
∅XHXX-FY10/11	XXTXX-FY22/23
∅XIXX-FY11/12	XXUXX-FY23/24
∅XJX-FY12/13	XXVXX-FY24/25
∅XKXX-FY 13/14	XXWXX-FY25/26
∅XLXX-FY 14/15	XXXXX-FY26/27

**IV. Sequential Number (fourth and fifth digit)** The last two digits will be used to assign numeric series within the specific service type, for example:

**Exhibit B**  
**CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, LLC**  
**STANDARD CONTRACT**

This contract is entered into between Children's Network of Southwest Florida, L.L.C., herein referred to as "CNSWFL" and **XXXX**, herein referred to as "provider".

**I. THE PROVIDER AGREES**

**A. Contract Document**

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

**B. Requirements**

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

**C. Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in **Section D.** of this Contract.

**D. Governing Law**

**1. State of Florida Law**

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

**2. Federal Law**

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

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

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

d. That unauthorized aliens shall not be employed. CNSWFL considers the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324), and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for cancellation of this contract. The provider shall use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors' employees performing under this contract.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Execution Order 11246, Equal Employment Opportunity, as amended by Execution Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.



#### **E. Audits, Inspections, Investigations, Records and Retention**

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CNSWFL under this contract.
- 2 To maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract between Department of Children and Families and CNSWF: in effect during the time the client was served or as specified in CF15-7, Records Retention Schedules used by the Department of Children and Families (<http://eew.dcf.state.fl.us/asg/Publications.shtml>), whichever is later. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no cost to CNSWFL.
3. Upon demand, at no additional cost to CNSWFL, the provider will facilitate the duplication and transfer of any records or documents during the required retention period section I, Paragraph D.2.
4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by CNSWFL.
5. At all reasonable times for as long as records are maintained, persons duly authorized by CNSWFL and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related documents, regardless of the form in which kept.
6. To provide a financial and compliance audit to CNSWFL as specified in this contract and Attachment **III** and to ensure that all related party transactions are disclosed to the auditor.
7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).
8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

#### **F. Monitoring by CNSWFL**

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

#### **G. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. Provider shall indemnify, defend, and hold harmless CNSWFL and the Department, and all of their respective officers, agents, and employees, from and against all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any acts or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modification thereof.
2. Provider acknowledges and agrees that its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by CNSWFL or the Department by certified mail. After the highest appeal taken is exhausted only an adjudication or judgment specially finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by CNSWFL or the Department. The failure of CNSWFL or the Department to notify the provider of a claim shall not release the provider from these duties. The provider shall not be obligated to defend, indemnify or hold harmless CNSWFL or the Department for the sole negligent acts of CNSWFL or the Department.

**H. Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

#### **I. Confidentiality and Client Information**

The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give



that consent or when authorized by law.

#### **J. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another subcontract for any of the work contemplated under this contract without prior written approval from CNSWFL which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of CNSWFL shall be null and void.
2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that CNSWFL shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend CNSWFL against such claims.
3. That CNSWFL shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event CNSWFL approves a transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or CNSWFL.

#### **K. Return of Funds**

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

#### **L. Client Risk Prevention Incident Reporting**

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CNSWFL operating procedure QM-043 in the manner prescribed in CNSWFL operating procedure QM-043.
2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the providers and its employees.

#### **M. Civil Rights Requirements**

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

#### **N. Independent Capacity of the Contractor**

1. To act in the capacity of an independent contractor and not as an officer, employee of CNSWFL or the State of Florida. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind CNSWFL or the State of Florida unless specifically authorized in writing to do so.
2. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of CNSWFL or the State of Florida.
3. CNSWFL will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by CNSWFL in this contract.
4. All deductions for social security, withholding taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

#### **O. Sponsorship**



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

**P. Media**

The provider shall not, without prior lead agency notification, in each instance, present any issue with the media relating to Community Based Care initiative or services contracted with CNSWFL. When contact with the media does occur it should be a coordinated response with the CEO or Communications Director at CNSWFL and the provider.

**Q. Publicity**

Without Limitation, the provider and its employees, agents and representatives will not, with out prior written consent from CNSWFL, in each instance, use in advertising, publicity and any other promotional endeavor any CNSWFL or State mark, the name of CNSWFL's or the State's mark, the name of any State or any State affiliate or any officer or employee of CNSWFL or the State, or represent directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State and/or CNSWFL

**R. Gratuities**

The Provider agrees that it will not offer to give or give any gift to any department or CNSWFL employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to CNSWFL, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period.

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

**T. Final Invoice**

To submit a final invoice to CNSWFL by the 30<sup>th</sup> day after this contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and CNSWFL will not honor any request submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by CNSWFL.

**U. Use of Funds for Lobbying Prohibited**

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or state agency.

**V. Public Entity Crime**

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

**W. Patents, Copyrights, and Royalties**

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



2. If the provider uses or delivers to CNSWFL or the department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or material in any way involved in the work contemplated by this contract.
3. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

#### **X. Construction or Renovation of Facilities using State Funds**

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

#### **Y. Accreditation**

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

#### **Z. Health Insurance Portability and Accountability Act**

The Provider certifies that it will not have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

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

#### **AA. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include the provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the extended contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted representatives to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

The CNSWFL agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the CNSWFL may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions. An updated plan shall be submitted by the provider no later than 12 months following the acceptance of an updated or original plan. The CNSWFL agrees to respond in writing within 30 days of receipt of the updated plan accepting, rejecting, or requesting modifications.

#### **BB. Information Security Obligations**

1. To identify an appropriate skilled individual to function as its Data Security Officer who shall act as the liaison to CNSWFL Data Security Officer and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system and information access and ensuring that user access has been removed from all terminated provider employees.
2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.
3. All provider employees who have access to CNSWFL or departmental information shall comply with, and be provided a copy of CFOP50-2, and shall sign the DCF Security Agreement form CF 114 annually. A copy of CF114 may be obtained from the contract manager.
4. The provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in DFOP-50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.



5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential department data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

**CC. Notification of Legal Action**

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

**DD. Whistleblower's Act Requirements**

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

**EE. Support to the deaf or Hard of Hearing**

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

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA, and CFOP 60-10, chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the Contract Manager within 14 calendar days of the effective date of this requirement.

2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504 and the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers, subcontractors, with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

4. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.

5. The provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, by the 5<sup>th</sup> business day following the reporting month to the Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

6. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**FF. Employment Eligibility Verification**



**1. Definitions. As used in this clause**

- (a) **“Employee assigned to the contract”** means all persons employed during the contract term by the provider/grantee to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider/grantee to perform work pursuant to the contract/grant with the CNSWFL.
- (b) **“Subcontract”** means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) **“Subcontractor”** means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

**2. Enrollment and verification requirements.**

- (a) The provider/grantee shall
  - (1) Enroll. Enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award;
  - (2) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/grantee/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and
- (b) The provider/grantee shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
  - (1) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider’s/grantee’s enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider/grantee will be referred to a DHS or SSA suspension or debarment official.
  - (2) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider/grantee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider/grantee, then the provider/grantee must reenroll in E-Verify.
  - (3) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .
  - (4) Individuals previously verified. The provider/grantee is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider/grantee through the E-Verify program.
  - (5) Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
  - (6) Evidence. Of the use of the E-Verify system will be maintained in the employee’s personnel file.

**GG. Property or Trade Secret Information**

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



**HH.** The terms and conditions of the current CNSWFL, Department of Children and Families Community-Based Care Agency (CBC) Services Contract #HJ300 and any subsequent contract and amendments that are applicable to the PROVIDER, in incorporated herein by reference and made a part of this rate agreement. By virtue of the following link, <https://facts.fldfs.com/Search/ContractSearch.aspx>, the provider is hereby provided a copy of the CNC Services Contract.

**II. Mandatory Reporting Requirements-**The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager, and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (for CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@myflfamilies.com](mailto:ig_complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

## **II. CNSWFL AGREES**

### **A. Contract Amount**

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$xxxxxx subject to the availability of funds.

### **B. Contract Payment**

CNSWFL Contract Manager will inspect goods and services and approve the provider's invoice for payment within five (5) working days of receipt of the provider's properly completed invoice. Once approved by the Contract Manager, the provider's payment will be either mailed by U.S. Post, sent by Electronic Transfer, or available for pick up with in thirty (30) calendar days.

## **III. THE PROVIDER AND CNSWFL MUTUALLY AGREE:**

### **A. Effective and Ending Dates**

This contract shall begin on xxxxxxxx, or on the date by which the contract has been signed by the last required to sign it, whichever is later. It shall end on midnight, local time in Fort Myers, Florida, on June 30, XXXX.

### **B. Financial Penalties for Failure to Comply with Requirements of Corrective Action.**

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless CNSWFL determines extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

### **C. Termination**

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

and failed to correct the unsatisfactory performance to the satisfaction of CNSWFL; or had a contract terminated by CNSWFL for cause.

**D. Transition Activities.** Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a CNSWFL-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the CNSWFL.

**E. Renegotiations or Modifications**

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

**F.** In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

**G. Dispute Resolutions**

If the Provider has a dispute concerning performance of the contract or payment hereunder, they shall report it to the CNSWFL utilizing the process defined in CNSWFL policy AD-001 titled Complaint Policy.

**H. Screening.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records Employment checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

**I. Official Payee and Representatives**

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

Xxxxx  
Xxxxx  
xxxxx

xxxxxxx

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

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

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

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

4. The name, address, and telephone number of the contract manager for CNSWFL for this contract is:

2232 Altamont Avenue  
Fort Myers, Florida, 33901  
(239)-226-1524

5. Upon change of representatives by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.



**J. Terms and Conditions Included**

This contract and its attachments I, II, III, IV and exhibits A-x referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbally or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full effect and such term or provision shall be stricken.

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

IN WITNESS THEREFORE, the parties hereto cause this xx page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: xxxx

Children’s Network of SW Florida, LLC

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: xxxxxxxx

NAME: Nadereh Salim

TITLE: xxxxxxxxxxxx

TITLE: Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal ID # xxxxxxxxxxxx

## Exhibit C Statement of Work

### A. Services To Be Provided.

#### 1. Definition of Terms.

- a. Contract Terms. Provide a list of definitions for important contract terms.
- b. Program or Service Specific Terms. Provide the definitions for terms which are unique to the program or service, and which will be used in the statement of work.

#### 2. General Description.

- a. General Statement. Provide a general description of the services to be performed under the contract and what will be expected of the provider.
- b. Authority. Cite the authority, under which the program operates and is administered.
- c. Scope of Service. Provide a general description of the limits or boundaries within which the services will be delivered, and the length of service that is expected.
- d. Major Program Goals. Describe the major goals of the program that the contract will support. Describe any long range or broad objectives which are pertinent, and, as appropriate, describe the CNSWF's overarching purpose for contracting for the services to be performed.

#### 3. Clients to be Served.

- a. General Description. Provide a general description of the clients who will receive services under the contract including, as appropriate, the estimated size(s) of the client population(s) to be served.
- b. Client Eligibility. Provide specific criteria or client characteristics that will be used to determine whether a client will receive the contracted services. Such criteria may include, but are not limited to, age, sex, medical condition, economic status, previous history, referral source, potential prognosis, or city/county of residence.
- c. Client Determination. Provide any specific client selection information necessary for the provider, and describe any information that will be necessary to determine client eligibility. Include information such as specific types of exclusions, specific types of inclusions, how eligibility questions are to be resolved, and who has the authority to make final determinations.
- d. Contract Limits. As appropriate, specify limitations that may affect or will limit the number of clients to be served, the amount of service available to individual clients, or the monetary value of the contract.

### B. Manner of Service Provision

#### 1. Service Tasks

a. Task List. Provide a list of specific tasks, e.g., counseling, transportation, day care, case management, etc., which will be performed under the contract along with a description of the task, and any specific elements which are included or must be considered in task performance.

b. Task Limits. Provide a description of the limits within which the tasks must be performed. These limits may be programmatic, medical, financial, legal, or geographic.

## **2. Staffing Requirements**

a. Staffing Levels. Specify the number and type of staff members the provider is required to have available to perform the work.

b. Professional Qualification. As required, specify what professional licenses, certifications, or experience the provider's professional staff members are required to possess or obtain.

c. Staffing Changes. Specify under what conditions the provider is required, or permitted to make staffing changes. Specify what approvals or notification requirements are necessary to make staffing changes and any lead times required for notifications or approvals.

## **3. Service Location & Equipment**

a. Service Delivery Location. Specify where the services are to be delivered. If the provider is supplying a facility or building for the contract, describe any specific physical or facility requirements that must be available for service delivery or client use.

b. Service Times. Specify when the services must be available, the minimum or maximum frequency of the delivery of services, any requirements for responding to emergencies or unexpected needs for service, and any information necessary to identify what constitutes service completion.

c. Changes in Location. Specify who may approve changes in location during the course of the contract, advance notification requirements to change location, and requirements for temporary arrangements that must be made in the event of location changes.

d. Equipment. Describe any equipment that must be available for service delivery.

## **4. Deliverables**

a. Service Units. Describe, specifically, what comprises a service unit, how many units, by type of service, will be provided under the contract, and if applicable, any limitations that affect the delivery of service units.

b. Records and Documentation. Describe the form, content, and construction of any records or documentation which the provider is required to maintain, any limitations which are pertinent to the inspection and availability of the documentation, who makes final determinations regarding questions about records, and how to obtain such determinations. Include information regarding whether and which records must be maintained manually, electronically, or both.

c. Reports. Specify the type, frequency, form, content, and construction of any reports that the provider is required to submit as a part of the contract. A table such as the following should be included in the contract to assist the provider and the contract manager in keeping track of required reports.



Report Title	Reporting Frequency	Report Due Date	Number of Copies	CNSWF Office address(es) to receive reports

**5. Performance Specifications**

- a. Performance Measures. Include outputs and outcomes measures with their established standards. The outputs and outcomes must be measurable and expressed in mathematical terms; (e.g. percentages, ratios, averages, units, frequency).
- b. Description of Performance Measurement Terms. Clarify performance measurement terms that are unique or possess a unique operative definition. This section may include measurement unique definitions not defined elsewhere in the contract. The sections may also include a description of how the elements relate to the performance measure or to other terms.
- c. Performance Evaluation Methodology. Include information about evaluating the performance and the methodology for each measure.

Clearly state the mathematical formula to be used (e.g. numerator and denominator). For each output and outcome provide a detailed description who, when and how the performance data will be collected and processed.

The following clause must be inserted in this section:

Performance Standards Statement:

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the CNSWF, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the CNSWF within the prescribed time, and if no extenuating circumstances can be documented by the provider to the CNSWF's satisfaction, the CNSWF may cancel the contract with the provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the CNSWF.

**1. Provider Responsibilities**

- a. Provider Unique Activities. As required, specify any activities, tasks, obligations, or work that are solely and exclusively the responsibility of the provider, and for which, by execution of the contract, the provider agrees to be accountable.
- b. Coordination With Other Providers/Entities. As required, specify what activities, tasks, obligations, or work the provider must coordinate with

other providers or entities in performing the contract. Specify that the failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to the contract.

## **7. CNSWF Responsibilities**

- a. CNSWF Obligations. Specify what support, other than monetary, CNSWF will provide during the period of the contract, and any preconditions which the contractor must fulfill to ensure receipt of such support.
- b. CNSWF Determinations. As required, specify in what areas the CNSWF has exclusive authority to make determinations, and any procedures that the provider must observe in obtaining required determinations.
- c. Monitoring Requirements. The description should include, but not be limited to, specifying which records, reports, documents, or contract elements will be used in conducting the monitoring.



**EXHIBIT D**  
**Contract Summary Form**



TOTAL CONTRACT AMOUNT

**CONTRACT INFORMATION**

1	CON NO.	Service Type	ORIGINAL AMOUNT			CONTRACT MANAGER'S NAME (LAST, FIRST, MI)			
2		PY CONT	BEGIN	END DATE	Match Amt.				
					0.00				
3	CONTRACTOR (VENDOR NUMBER)				Provider Name				
					The Haven				
4	CONTACT PERSON (NAME-LAST, FIRST, MI)				CONTACT PHONE NUMBER		ITB/RFP/ITN/ASPM #		
	<b>SERVICE AREA (counties)</b>								
	Statewide								

SERVICE	SERVICE UNITS	UNIT PRICE

**SECTION B: CONTRACT AMENDMENTS**

AMD #	Date Exec.	DESCRIPTION	Amendment AMOUNT	-

**PART 2: FISCAL OFFICE INFORMATION (CONTINUED)**

Contract No.

**Children's Network of Southwest Florida  
Contract Allotment Schedule**

Fiscal Year        -

Line

**GL Account                                      Sub Account                                      Amount of Allotment**

1.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
2.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
3.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
4.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
5.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
6.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
7.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
	Contract Value		<input type="text"/> , <input type="text"/>	<input type="text"/>

Fiscal Year        -

**GL Account                                      Sub Account                                      Amount of Allotment**

1.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
2.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
3.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
4.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
5.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
6.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
7.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
8.0	<input type="text"/>	<input type="text"/>	<input type="text"/> , <input type="text"/>	<input type="text"/>
	Contract Value		<input type="text"/> , <input type="text"/>	<input type="text"/>



**PART 3: CONTRACT REVIEW**

Contract No. \_\_\_\_\_

**INSTRUCTIONS:** Obtain the appropriate sign-offs for the contract. Minimally, each contract must have initiator, financial and Chief Operating Officer.

This conflict of interest questionnaire was completed by each person that participated in the procurement process and is contained in the contract or is on file with the contract manager.

**Initiator:** This sign-off and approval certifies that contract negotiation, cost/price analysis, RFP/ITB/ITN/ASPM and justification of need for advances have been performed for this contract and that documentation supporting these activities is contained in the Contract Manager's file. This sign-off and approval further attests to the need for the services and signifies that the statement of work is clearly written and expected results are quantifiable and measurable, and are clearly defined in the contract and meet CNSWFL policy requirements for performance contracting. It also signifies that the contract terms and conditions are in compliance with applicable federal, state, and/or other funding source requirements. The initiator sign-off must be done by the program administrator, less the program administrator is also the contract signer, then contract manager may sign-off.

- If required, the certification regarding lobbying under federal grants and contracts is contained in the contract.
- The conflict of interest questionnaire was completed by each person that participated in the procurement process and is contained in the contract or is on file with the contract manager.
- If required, the certification regarding debarment and suspension under federal grants and contracts is contained in the contract or is on file with the contract manager.

\_\_\_\_\_  
Contract Management Signature

\_\_\_\_\_  
Date

**Chief Operating Officer:** This sign-off certifies to the need for services under the terms of the contract and that the contract is in compliance with applicable program specific state, federal, CNSWFL, and/or other funding source requirements

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Comments:

**Chief Financial Officer:** Fiscal sign-off and approval signifies the presence of budget authority to expend monies for services specified in the contract and the correctness of codes. The contract administration sign-off and approval signifies: use of an approved CNSWFL model contract; inclusion of all necessary special provisions and contract specific method of payment provisions; that the contract document is in compliance with applicable federal and state procurement laws, rules and regulations; compliance with the Method of Payment section of the CNSWFL model attachment (if applicable)

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Comments:

**Director of Contract and UM :** This sign-off signifies management Review and approval of contract.

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Comments:

**Second Party Reviewer:** This contract has been reviewed by a second party for compliance with policy and procedure:

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Comments

## **Exhibit E**

### **Network Provider Application**

**Background:** The Children's Network of Southwest Florida (CNSWFL) is the Lead Agency for Community Based Care in Circuit 20 encompassing Lee, Charlotte, Collier, Hendry and Glades counties. As the Community Based Care Lead Agency, CNSWFL works in partnership with local community stakeholders to improve outcomes for families and their children in order to achieve safety, permanency and well-being for the children and families of Circuit 20.

**Mission:** The Children's Network of Southwest Florida is committed to working with the community to protect children and preserve families.

### **Application Instructions**

In an effort to strengthen its business relationships with individuals and organizations, CNSWFL has developed a Network Application Certification process. This process requires the collection of documentation to verify expertise, licensure, accreditation and appropriate insurance. Completion of this application serves as a request from an applicant to become or remain a partner in the CNSWFL's Network. Network status does not guarantee provision of referrals or contract. The following instructions outline the Application and Certification process:

1. The individual or organization completes this form and submits it along with the required back up documentation.
2. CNSWFL Contract Management Staff reviews the application for completeness and verifies required documentation and makes recommendation to the CNSWFL Director of Utilization Management.
3. The CNSWFL Director of Utilization Management or designee approves and signs the application form allowing the individual or organization allowing the provider Network status or documents reason for denial.
4. Applicants have the right to appeal the denial of an application for Network Status. The individual or organization must request an appeal within 72 hours after receiving a denial. The CEO will review the denial with the CNSWFL management team and a will issue a written finding and resolution to the appeal.
5. Once the provider is awarded Network Status, CNSWFL reserves the right to request updated information if needed. The Network Provider agrees to update CNSWFL of with verification of any pertinent changes of the information attested to on the application form.



**A. Programs/Service Information ( form shall be completed for each service attach additional pages if needed)**

Practitioner, Program and/or Service Name:
Tax ID number or Social Security Number:
Location(s):
Services Description:
Accreditation/License/Service Experience/Education
Identify any CBC that the individual or Organization has contract/agreements with:
Program Funding Source:
Proposed Method of Payment/Method of Payment/Rates (if not currently funded by CNSWFL):

**B. Attachments:**

- Copies of Licenses, licensing summaries (if applicable) proof of Insurance.
- Resume (for individual Vendors)
- Copies of External Monitoring and/or Credentialing reports
- Three Professional References
- Notarized Debarment Form
- Liability insurance
- If the provider or staff will have direct contact with any children and/or adults with developmental disabilities, include an attestation that all Level 2 background screening requirements have been successfully completed.

**C. Agency Representatives**

<b>Agency Official Authorized to Sign Contract</b>
Name:
Title:
Address:
Phone #
Email Address

<b>Agency Official Authorized to Receive Payments</b>
Name:
Title:
Address:
Phone #
Email Address

**D. Authorized Signature**

I attest to the fact that the answers given are true and correct to that best of my knowledge and ability. I understand that any omission of material fact on this application or any document can be grounds for rejection of this application

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>For Children’s Network of Southwest Florida Use</b>	
<p><input type="checkbox"/> The applicant has been APPROVED to hold CNSWFL network Status</p> <p><input type="checkbox"/> The applicant has been DENIED to hold CNSWFL network Status. The reason for denial is as follows:</p>	
<p>_____</p> <p><b>Signature of UM Director</b></p>	<p>_____</p> <p><b>Date</b></p>