



**CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, LLC**

**COMMUNITY-BASED CARE LEAD AGENCY FOR  
CIRCUIT 20- LEE, CHARLOTTE, COLLIER, HENDRY, AND GLADES  
COUNTIES**

**ITN 2023-02**

**TO PROVIDE CENTRALIZED PLACEMENT SERVICES  
CIRCUIT 20- LEE, CHARLOTTE, COLLIER, HENDRY, AND GLADES  
COUNTIES**

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## SECTION 1: INTRODUCTION

### 1.1 Introduction

Children's Network of Southwest Florida, LLC (CNSWFL) is contracted with the State of Florida Department of Children and Families to serve as the Community-Based Care Lead Agency for foster care, adoption and family preservation in Circuit 20.

Through community-based care, CNSWFL provides services and programs to help prevent child abuse and neglect, to promote a healthy family environment and to care for our community's children in foster care. CNSWFL works in partnership with local community stakeholders to improve outcomes for families and their children to achieve safety, permanency and well-being for the children and families of Circuit 20.

### 1.2 Mission

CNSWFL is committed to working with the community to protect children and preserve families.

### 1.3 Purpose

The purpose of this Invitation to Negotiate is to contract with one agency to provide Centralized Placement services in Circuit 20. The geographical area encompasses Lee, Charlotte, Collier, Hendry, and Glades Counties. CNSWFL seeks a provider with expertise in the delivery of centralized placement services who is accredited, has or can obtain a Child Placing License and has demonstrated an ability to improve outcomes for the children and families served.

### 1.4 Statement of Need

Children's Network of Southwest Florida, LLC., a private, not-for-profit, 501(c)(3) organization, has been the Community Based Care Lead Agency in Circuit 20 since 2003, currently under Master Agreement #QJ016. As the System Administrator, CNSWFL coordinates service delivery for children and families resulting in comprehensive, effective, and integrated quality care from entry to exit. CNSWFL currently subcontracts with two Case Management Organizations (CMOs) that serve as the point of accountability for children and families under three contracts Camelot Community Care-Charlotte County, Lutheran Services-Lee County, Camelot Community Care-Collier, Hendry, and Glades counties. Children's Network of Southwest Florida also serves as a CMO providing services throughout Circuit 20. The CMOs are responsible for activities in all programmatic areas including family preservation, foster care, adoptions, and post-adopt services. The CMO's are currently responsible for Placement Services for children in their care. There are 5 agencies that Recruit, License and Support Foster Homes in Circuit 20 including CNSWFL. The other 4 agencies are Camelot Community Care, Lutheran Services Florida, 4Kids and One More Child.

In accordance with the Master Agreements noted above, CNSWFL is seeking to contract with one agency for the delivery of Centralized Placement Services throughout Circuit 20 with a provider that offers a program that is innovative, responsive to the Lead Agency and the Department of Children and Families (DCF), efficient, cost effective, and will meet applicable

Federal, State, and County requirements for the provision of services. The awarded agency will also be responsible for supervision of children awaiting placement.

## 1.5 Demographics

### 1.5.1 Total Number of Children Receiving Services as of December 31, 2023

	Lee	Charlotte	Collier	Hendry	Glades	Total
<b>Total Primary Children Served</b>	<b>1078</b>	<b>153</b>	<b>273</b>	<b>153</b>	<b>16</b>	<b>1673</b>
<b>Total Children in Out of Home Care</b>	<b>652</b>	<b>62</b>	<b>160</b>	<b>80</b>	<b>12</b>	<b>966</b>
<b>a. Relative, Non-Relative</b>	<b>173</b>	<b>13</b>	<b>44</b>	<b>40</b>	<b>7</b>	<b>277</b>
<b>b. Foster Home</b>	<b>218</b>	<b>22</b>	<b>48</b>	<b>12</b>	<b>0</b>	<b>300</b>
<b>c. Level I</b>	<b>163</b>	<b>18</b>	<b>42</b>	<b>19</b>	<b>4</b>	<b>246</b>
<b>Total Children in Home Care</b>	<b>426</b>	<b>91</b>	<b>113</b>	<b>73</b>	<b>4</b>	<b>707</b>

### 1.5.2 Averages per month based on data collected from Fiscal Year 2023/2024, Quarter 1.

County	Average # of Primary Children added per month	Average # of Primary Children closed per month
Lee	30	37
Charlotte	3	4
Collier	7	9
Hendry	3	9
Glades	0	1

## 1.6 Resource Information

Information, definitions, references, operating procedures, system of care and data to assist in responding to this ITN can be found in the following locations:

- CNSWFL Website: <https://childrensnetworkflorida.org/cns/>
- Department of Children and Families Website: <http://www.dcf.state.fl.us/> The website includes information about the organization, programs and administration of the Department.
- Specific information about community-based care (CBC) can be found at: [Community Based Care | Florida DCF \(myflfamilies.com\)](https://www.myflfamilies.com/)

- Definition of Terms: The CBC Definitions of Terms is maintained on the Department’s website, and can be located at <https://www.myflfamilies.com/service-programs/community-based-care/docs/12-13/CBC%20Definitions.PDF>
- A listing of the federal and state laws, rules, regulations, and Department operating procedures that related to community-based care can found be in the document Community-Based Care Authority and Requirements, which can be found on the Department’s website at <https://www.myflfamilies.com/sites/default/files/2023-02/CBC%20Authority%20and%20Requirements%20Reference%20Guide.pdf>
- DCF contract QJ016 can be found at <https://facts.fldfs.com/Search/ContractSearch.aspx>

It should be noted that this is a reference list and is not exhaustive. Also, items noted in the guide may be amended from time to time, which can impact the requirements for services and any future contract.

## **1.7 Terms of the Agreement**

**1.7.1** The initial term of this agreement shall be for no more than sixty (60) months, subject to the availability of funds beginning on July 1, 2024, and ending on June 30, 2029. The agreement shall include, among other provisions, standard terms that CNSWFL has included in other contracts with Case Management Organizations and Licensing Organizations and may be renewed for a period not to exceed sixty (60) months. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by CNSWFL and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

**1.7.2** The intent of this agreement is to place children in an appropriate Foster Home and shall include supervision prior to placement and transportation of children to placement.

**1.7.3** The provider shall employ adequate staff to comply with all contact requirements.

**1.7.4** Administrative costs shall not exceed Respondent’s Federal Indirect Rate. If Respondent does not have a Federal Indirect Rate, the administrative costs shall not exceed the 10% De Minimis rate of the Modified Total Direct Costs in compliance with Code of Federal Regulations (CFR) 200.414(f).

## **1.8 Organization of the ITN**

This ITN is organized to provide vendors with all the information to reply either directly through this document or through information and resources referenced.

Following is a brief description of the remaining sections of the ITN:

**Section 2 – General Solicitation Information** – Provides information about the various steps and activities that are included in the process. This section includes but is not limited to

information about the ITN contact person, posting of notices, submitting inquiries and the schedule of events and deadlines.

**Section 3 – Minimum Specifications** – Provides information about the required programmatic and financial specifications required.

**Section 4 – Instructions for Proposal Preparation** – Provides information and requirements for responding to this ITN. Instruction regarding how to submit a reply, length and format specifications, and the content to be included are addressed in this section.

**Section 5 – Selection Process**- Provides information about the evaluation process that will be used for ranking and shortlisting and the negotiation process that will be used for final selection.

## **SECTION 2 GENERAL SOLICITATION INFORMATION**

### **2.1 General**

Replies that meet the Mandatory Requirements of this ITN and are otherwise responsive will be eligible for evaluation. The written replies will be evaluated and scored in accordance with provisions of Section 4 of this ITN. The written evaluations will be ranked and up to two (2) vendors will be selected for the Short List for Negotiations.

CNSWFL will conduct negotiations with Vendor(s) on the Short List in accordance with **Section 5.4** of this ITN. Following negotiations, CNSWFL will post a notice of intended contract award, identifying the vendor selected for award. Final contract terms will be established with the selected vendor.

### **2.2 Eligible Offerors**

Organizations eligible to submit proposals include:

**2.2.1** Agencies who are accredited and have a history of organizing or delivering community services in Florida to at-risk children and families, including those served by the child welfare system.

**2.2.2** Agencies/Community organizations/Individuals that DO NOT meet the disqualification criteria as defined in **Section 2.3. Disqualification**.

### **2.3 Disqualification**

If any of the following circumstances apply, the offeror will be disqualified:

**2.3.1** Previously failed to satisfactorily perform in a contract with the Department, CNSWFL or any other State or Federal Agency, been notified by that agency of the unsatisfactory performance, and failed to correct the unsatisfactory performance; or

**2.3.2** Had a contract terminated by the Department, CNSWFL or any other State or Federal Agency for cause or had been barred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency; or

**2.3.3** Have within a 3-year period preceding this ITN, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

**2.3.4** Are presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in the paragraph above; or

**2.3.5** The prospective bidder will be disqualified for failing to meet the instructions, qualifications/timeframes/format and contact rules as described in this ITN, to include:

1. Contact Person
2. Eligible Respondents
3. Schedule of Events and Deadlines
4. Limitation on Contacting CNSWFL Personnel
5. Inquiries
6. Notice of Intent to Submit a Proposal
7. Acceptance of Proposals
8. Negotiation Process
9. Mandatory Criteria

## **2.4 Contact**

This Invitation to Negotiate (ITN) is issued by Children’s Network of Southwest Florida, LLC. The sole point of contact for information concerning procedures for responding to this ITN or questions pertaining to this ITN is:

Name:	Ann Wierengo
Title:	Supervisor of Contracts and Utilization Management
Address:	2232 Altamont Avenue Fort Myers, Florida 33901
Phone:	239-425-6319
Email:	awierengo@cnswfl.org



## 2.5 Schedule of Events and Deadlines

The dates and times listed are subject to change as deemed necessary by CNSWFL.

ACTIVITY	DATE	TIME	ADDRESS
Invitation to Negotiate released and posted on CNSWFL’s website	03/08/2024	4:00pm	<a href="https://childrensnetworkflorida.org/cns/procurement/">https://childrensnetworkflorida.org/cns/procurement/</a>
Solicitation Conference	03/15/2024	11:00am	Microsoft Teams Meeting: Meeting ID: 227 540 516 399 Passcode: LHpqk9
Last Day to Submit Written Inquiries:	03/20/2024	5:00pm	Via email: Ann Wierengo Supervisor of Contracts and Utilization Management <a href="mailto:itn@cnswfl.org">itn@cnswfl.org</a>
CNSWFL’s Posting of Response to Written Inquiries:	03/21/2024	5:00pm	<a href="https://childrensnetworkflorida.org/cns/procurement/">https://childrensnetworkflorida.org/cns/procurement/</a>
Notice of Intent to Submit* Received by CNSWFL no later than:  Must be submitted on Agency Letterhead to the proposal contact listed in the ITN. <b>*Notice of intent is a mandatory requirement</b>	03/29/2024	5:00pm	Via email: Ann Wierengo Supervisor of Contracts and Utilization Management <a href="mailto:itn@cnswfl.org">itn@cnswfl.org</a>  Confirmation of Intent to Submit proposal will be submitted via email with return receipt; hard copy will be available upon request
Sealed proposals must be received by CNSWFL: <b>Hard Copy Only</b> <b>Proposals submitted past the established deadline will not be accepted</b>	04/26/2024	12:00pm	Ann Wierengo Supervisor of Contracts and Utilization Management 2232 Altamont Avenue Fort Myers, Florida 33901

ACTIVITY	DATE	TIME	ADDRESS
Initial opening of proposals and review of Mandatory Requirements:	04/26/2024	12:01pm	2232 Altamont Avenue Fort Myers, Florida 33901
Evaluation Period	04/26-05/06/2024	5:00pm	2232 Altamont Avenue Fort Myers, Florida 33901
Posting of Selected Applicants (those who will move forward with Negotiations)	05/07/2024	3:00pm	<a href="https://childrensnetworkflorida.org/cns/procurement/">https://childrensnetworkflorida.org/cns/procurement/</a>
Negotiations	05/13/2024-TBD	9:00 am to 5:00pm	2232 Altamont Avenue Fort Myers, Florida 33901
Post Intent to Award Notice	05/17/2024	3:00pm	<a href="https://childrensnetworkflorida.org/cns/procurement/">https://childrensnetworkflorida.org/cns/procurement/</a>
Protest Deadline	05/21/2024	3:00pm	<a href="https://childrensnetworkflorida.org/cns/procurement/">https://childrensnetworkflorida.org/cns/procurement/</a>
Transition Implementation		TBD	N/A
Anticipated effective date of contract	07/01/2024		N/A

Any person with a disability requiring special accommodation shall contact the Supervisor of Contracts and Utilization Management at the phone number above at least five (5) working days prior to the event.

## 2.6 Notice of Intent to Submit a Proposal

Offerors shall submit a Notice of Intent to Submit a Proposal as referenced in **Section 2.5 Schedule of Events and Deadlines. Notice of intent is a mandatory requirement.** The Notice of Intent shall be on agency letterhead and include Respondent’s corporate name and principal address, a statement as to the eligibility and non-disqualification of agency, and shall include full contact information, including email address and phone number, for the Respondent’s single point of contact (to be determined by the authorized representative of the responding agency).

Upon receipt and review, CNSWFL will issue, via email, confirmation of receipt of the Respondent’s Notice of Intent to Submit a Proposal, and if CNSWFL identifies any disqualification at that time, CNSWFL will indicate such in its response.

Information regarding any addenda to the Invitation to Negotiate and copies of written responses to questions resulting in clarifications or addenda to this ITN will be posted at <https://childrensnetworkflorida.org/cns/procurement/>. Respondents and Bidders are encouraged to check the website daily.

## **2.7 Solicitation Conference**

The purpose of this Solicitation Conference is to review the ITN with interested vendors so that areas of misunderstanding or ambiguity are clarified. CNSWFL encourages all prospective vendors to participate in the Solicitation conference. The Solicitation Conference will be held at the time and date specified in **Section 2.5 Schedule of Events and Deadlines**.

## **2.8 Written Inquiries**

Inquiries must be submitted in writing to the contact person identified in **Section 2.4**, of this ITN on or before 5:00 pm on the date specified in **Section 2.5**.

Copies of responses to all inquiries which involve clarifications and/or changes to this ITN, will be made available at <https://childrensnetworkflorida.org/cns/procurement/>. **No questions related to this ITN will be accepted after the date specified above. Oral inquiries will not be accepted at any time.**

All inquiries will only be considered if the following are completed:

**2.8.1** All inquiries must be in writing to the CNSWFL ITN Contact Person named in **Section 2.4** of this document.

**2.8.2** All inquiries must be submitted by the deadline date stated in **Section 2.5 Schedule of Events and Deadlines**.

**2.8.3** All inquiries must include organization name, contact name and title, address, telephone number, and e-mail address of the individual to whom all correspondence should be forwarded.

**2.8.4** Responses to all properly submitted inquiries will be posted at <https://childrensnetworkflorida.org/cns/procurement/>

## **2.9 Withdrawal of Proposals**

A written request for withdrawal, signed by the Respondent's single point of contact, may be considered if received by CNSWFL within 72 calendar hours after the proposal opening time and date indicated in the Schedule of Events and Deadlines. A request received in accordance with this provision may only be granted by CNSWFL upon proof of the impossibility to perform based upon an obvious error on the part of the Respondent.

## 2.10 Acceptance of Proposals

All proposals must be received by the CNSWFL contact person, named in **Section 2.4**, on or before the following date and time at the designated location:

04/26/2024	12:00pm	2232 Altamont Avenue Fort Myers, Florida 33901
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No changes, modifications or additions to the proposals submitted will be accepted by or be binding to CNSWFL after the deadline for submitting proposals has passed.

Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned to the offeror. CNSWFL will retain one copy for use in the event of a dispute.

The award hereunder is subject to provisions of federal regulations, state statutes and county ordinance. All offerors must disclose with their proposal the name of any officer, director, or agent who is also an employee of CNSWFL. Further, all offerors must disclose the name of any CNSWFL officer, board member or employee who owns, directly or indirectly, any interest in the offeror’s firm or any of its affiliates.

## 2.11 Right to Waive Minor Irregularities Statement

CNSWFL reserves the right to waive minor irregularities in proposals when to do so would be in its best interest. Minor irregularities are defined as a variation from the ITN terms and conditions, which does not affect the price of the services, delivery of quality of the services, or give the respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the interests of CNSWFL or DCF. At its option, CNSWFL may allow for the correction of minor irregularities, but CNSWFL is under no obligation whatsoever to do so. All replies accepted by CNSWFL are subject to CNSWFL’s terms and conditions and any and all additional terms and conditions submitted by the respondents are rejected and shall have no force and effect. CNSWFL reserves the right to withdraw this ITN at its sole discretion at any time.

## 2.12 Official Notices and Public Records

### 2.12.1 Notices Regarding ITN

All notices, decisions, intended decisions, and other matters relating to this procurement will be electronically posted on CNSWFL’s Website:  
<https://childrensnetworkflorida.org/cns/procurement/>

### 2.12.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by CNSWFL, are subject to the Florida public records law, Chapter 119 F.S. If an offeror contends that any part of its proposal includes trade secret information, the offeror must clearly mark or label each page of its proposal that contains such information as containing trade secret information.

## **2.13 Protest Process**

Protests may be filed in response to competitive procurement decisions.

### **2.13.1 Filing the Protest:**

Any person or agency that has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a written notice of intent to protest with the CNSWFL contact person listed in **Section 2.4** of this ITN within three calendar days after the posting of the ITN (if challenging the terms of the ITN) or the notice of CNSWFL's decision or intended decision (if challenging the intended decision). Failure to timely file a notice of intent to protest is an absolute bar to protesting the ITN or the intended decision of CNSWFL under this ITN.

### **2.13.2 Issues Causing Protest:**

Any person who or agency that has been adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking proposal, applications, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of intent to protest in writing within three calendar days after the posting of the notice or decision or intended decision. When filing the protest, the following requirements must be adhered to:

A formal protest must be filed with the CNSWFL's contact person after filing the notice of intent to protest. The formal protest must be:

1. In writing; and,
2. Filed within seven (7) business days after filing of the notice of protest.
  - a. No time will be added to the above time limits for mail service.
  - b. Failure to file a protest within the time prescribed shall constitute a waiver of protest proceedings; and,
3. Accompanied by a bond payable to CNSWFL as described in Paragraph 3 at the time of filing the formal written protest.

Failure to timely file a formal protest accompanied by a bond is an absolute bar to protesting the ITN or the intended decision of CNSWFL under this ITN.

### **2.13.3 Posting Bond for Protest Filed:**

Any person who or agency that files an action protesting a decision or intended decision pertaining to contracts administered by CNSWFL must comply with the following requirements:

1. When protesting a decision or intended decision, the protestor must post a bond equal to two percent (2%) of CNSWFL's estimated contract amount. CNSWFL at its sole discretion shall estimate the contract amount based on factors including, but not limited to, the following:
  - a. The price of previous or existing contracts for similar or contractual services.
  - b. The amount appropriated for the contract.
  - c. The fair market value of similar contractual services

2. CNSWFL shall provide the estimated contract amount to the protestor within three business days after the notice of intent to protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in any subsequent hearing in which action is brought and in any subsequent appellate court proceeding.
3. The official hours of office operation for receipt of notice of intent to protest, protest and/or a petition and bond are 8:30 AM to 4:30 PM, ET.

#### **2.13.4 Content of Formal Written Notice of Protest:**

The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

1. The name and address of CNSWFL contact person with whom the protest will be filed;
2. The name and address of the agency filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by CNSWFL's notice of intended or actual contract award;
3. With particularity, the facts and law upon which the protest is based;
4. A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
5. A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the person or firm filing the protest to relief;
6. A demand for relief to which the person or agency deems himself/itself entitled; and,
7. Any other information which the agency contends is material

#### **2.13.5 Protest Meeting:**

CNSWFL's Supervisor of Contracts and Utilization will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of CNSWFL's COO or designee, CNSWFL's CFO or designee and CNSWFL's Quality Management Director. CNSWFL's Chief Legal Officer shall be present and advise the Protest Committee. The Protest Committee shall meet with the protesting party within ten (10) workdays (excluding Saturdays, Sundays, and legal County holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the date and time of the Protest meeting and will be advised to be present at the meeting where they will be allowed the opportunity to present to the Protest Committee. The parties may bring a representative if they so choose. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the CEO. The agenda for the protest meeting will be:

- o The protesting party or their representative will present the protester's case as to how they were adversely affected by the CNSWFL's decision.

- The other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- During the meeting, the Protest Committee can ask questions of all parties as necessary.

The Protest Committee will render their recommendation in writing to the CNSWFL CEO within five (5) workdays of the bid protest meeting. The CEO or designee may conduct an evidentiary hearing if there are disputed issues of material fact. The CEO will conduct a review of all relevant facts and make a final written decision within ten (10) workdays after receipt of the recommendation date of the hearing or the review, whichever is later. The CEO's decision shall be final and binding. No further protests of the action in question will be heard.

Upon completion of the hearing process and any court proceedings the disposition of the bond shall be as follows:

1. If CNSWFL prevails, it shall recover all costs and charges that shall be included in the final order or judgment, excluding attorney fees.
2. Upon payment of such costs and charges by the agency protesting, the bond shall be returned to the agency.

## **2.14 Cost of Proposal Preparation**

The CNSWFL is not liable for any costs incurred by an offeror in responding to this Invitation to Negotiate under any circumstances.

## **2.15 Limitations on Contacting CNSWFL Personnel**

### **2.15.1 Contact Other than During the Negotiation Phase**

Prospective Vendors or others acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period following the posting of the notice of intended award(s), CNSWFL personnel or any employee concerning any aspect of this solicitation except in writing to the contact person identified in **Section 2.4** of this ITN document. Contact with the contact person must be in writing and may be submitted by e-mail or mail delivery services.

### **2.15.2 Contact During the Negotiation Phase**

During the negotiation phase of this ITN, communication between the members of the negotiation team for the prospective vendors and the negotiation team for CNSWFL is permissible, but only "on the record" during the negotiation meetings.

### **2.15.3 Violation of Contact Limitations**

Violation of the provisions of **Section 2.14** of this ITN will be grounds for the disqualification of the prospective bidder, if determined by CNSWFL to be material in nature.

## **SECTION 3: MINIMUM SPECIFICATIONS**

### **3.1 Program Specifications**

#### **3.1.1 General Statement**

If awarded a contract, the provider shall deliver Centralized Placement Services to include but are not limited to matching children in need of placement with a caregiver that will meet their needs, supervision of children awaiting placement and transportation as necessary.

#### **3.1.2 Scope of Work**

This service will be made available to children and families in Circuit 20, 24 hours per day 7 days a week.

#### **3.1.3 Major Goals**

The provider shall Provide Placement Services to eligible children while ensuring their safety and well-being.

#### **3.1.4 Target Population**

Children who are in need of placement as described in Chapters 39 and 409, F.S. as a result of child maltreatment and removal from home, or disruption of a previous out of home placement.

#### **3.1.5 Task List-tasks include but are not limited to:**

##### **3.1.5.1 General Tasks**

- 1.** The Provider has an obligation to identify and understand all state laws and rules, federal laws and regulations, Department CFOPs and CNSWFL CFOPs, ensure that all Policies and Procedures comply with all CNSWFL Policies as amended from time to time.
- 2.** Document the provision of all services in a master file as described in Ch. 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and 90.803(6), F.S.
- 3.** Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and R. 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 4.** Comply with Information System Requirements.
- 5.** Comply with Ch. 409.175 (16), F.S., regarding the confidentiality of



information concerning foster parents.

**6.** The provider shall remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, 175-29 and 175-59. Additionally, the provider shall ensure that client eligibility records are maintained according to the Department's records retention schedule and be made available for federal and state audits.

**7.** Provide on-call services during all non-business hours.

**8.** Provider will comply with all tasks in the CNSWFL's Quality Management Plan.

**9.** The Provider will pay the cost of background screening for their respective employees. The provider is responsible for ensuring employees, are of good moral character and appropriately background screened as required by s. 39.001(2), F.S. Background screening shall include, but not be limited to, fingerprinting for State and Federal criminal records checks through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI), child abuse record checks through the Department, and local criminal history checks through local law enforcement agencies. The provider will be responsible for ensuring all volunteers within the Lead Agency's service area who are working within the system of care under the direct control of the provider, including subcontracted providers and purchase of service direct care providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirements of this section.

### **3.1.5.2 Placement Services Tasks**

**1.** Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. and 65C-15 FAC. Achieving and maintaining of licensure by the Department as a child-placing agency in accordance with s. 409.175, F.S and Chapter 65C-15 F.A.C.

**2.** Follow CNSWFL's System of Care Policies and Procedures that apply to placement services for children in out of home care.

**3.** Be accessible via telephone 24 hours a day, 7 days a week (24/7) to receive placement requests, and to address emergent concerns related to child safety.

- 4.** Supervision and placement for children, 24 hours a day, 7 days per week, including holidays. Supervision of children while locating a placement.
- 5.** Ensure that each foster home is licensed in accordance with s. 409.175, F.S. and Rule Chapter 65C-45 F.A.C. prior to placement of any child in that home.
- 6.** Review Child Placement Assessment (CPA) to assess child's unique needs, to ensure the intake report accurately reflects the presenting issues of the children to determine appropriate placement options, ensuring the least restrictive placement is identified from the beginning of the child's entry or as early as possible, to include appropriate treatment services.
- 7.** Contact placement providers to discuss the child's needs and secure the most appropriate placement within Three (3) hours of receiving intake from Child Protection Investigations.
- 8.** Work collaboratively with Child Protective Investigators.
- 9.** Work collaboratively with assigned Child Case Management Organizations to ensure most appropriate/permanent placement is found for child/youth.
- 10.** Ensure the safety and well-being of children in out of home care is always foremost when considering placement options.
- 11.** Ensure all information is gathered regarding medical information and ensuring all information is documented in the FSFN system.
- 12.** Ensure all information is gathered regarding Child Placing Agreements and document accordingly in the FSFN system.
- 13.** Provide prospective Placement Providers with a detailed summary highlighting the child(ren)'s strengths, challenges, likes and dislikes.
- 14.** Pursue placements for children that not only meet their needs physically, emotionally but also strive to secure placement in the child's local community and school with their siblings as quickly as possible following their removal to alleviate any further trauma or prolonged disruption.
- 15.** Provide continuous, proactive, and documented placement efforts in the designated information system.

**16.** Coordinate, facilitate and document the summary of Placement Stability Staffings when requested by a Licensed Care Provider, to include but not be limited to CNSWFL Director of Licensing and Foster Care or designee, Case Manager, Guardian ad Litem, Attorney ad Litem, Licensed Care Provider and any additional Network Providers who may be involved in the case in order to ensure all necessary services are in place to prevent a placement disruption.

**17.** Complete required notifications to CNSWFL if a placement is not identified or if a child refuses to go to an identified placement resulting in an overnight stay in an unlicensed setting.

### **3.1.5.3 Information and Technology Tasks**

The Provider shall correct all FSN errors within **14 calendar** days of written notification.

### **3.1.5.4 Quality Assurance Tasks**

- 1.** The Provider staff shall participate in the planning and delivery of training for all staff.
- 2.** Provider shall provide technical assistance to all staff.
- 3.** Staff may assist in the formulation and review of agency policy and procedure when directed by CMO Program Director.
- 4.** Staff shall participate in lead agency Quality Assurance activities.
- 5.** Staff shall act as a liaison to CNSWFL for all programmatic monitoring activities and will coordinate preparation of files needed for review and follow-up on all additional information needed as a result of the review.
- 6.** Staff will follow up on implementing all required corrective action plans.

### **3.1.5.5 Task Limits**

All provider services shall comply with **Children's Network of Southwest Florida's System of Care Model.**

### **3.1.6 Reports**

The successful offeror shall complete and submit fiscal and program reports as required by the CNSWFL.

### **3.1.7 Outcomes and Performance Measures**

The successful offeror shall be required to meet performance standards including but not limited to the measures listed below whether services are performed directly or performed by a subcontractor. The term “performance standard” refers to the numerical level of achievement stated as a percentage, ratio, or count.

#	Contract Measures	Targets
1	Children's placement moves per 1,000 days Licensed in Foster Care	TBD
2	Percent of sibling groups where all siblings are placed together	TBD
3	TBD	TBD
4	TBD	TBD

### **3.1.8 Monitoring and Performance Evaluation Methodology**

Successful offeror must comply with the requirements of the CNSWFL Standard Contract, with reference to monitoring by the CNSWFL. The successful offeror agrees to fully cooperate in the conduct of both performance audits and financial audits.

During the negotiation of the contract, the successful offeror and the CNSWFL will define the specifics of the monitoring approach that is appropriate to the proposed scope of work. Provider and the CNSWFL monitoring responsibilities—including the frequency and nature of monitoring activities—will be defined in the contract that results from this ITN.

The proposal will include the offeror’s plan for including the CNSWFL, and community stakeholders, including clients served, in monitoring efforts.

### **3.1.9 Records Retention and Confidentiality**

All documents pertaining to the program contemplated by this ITN shall be retained for a period of six years after the termination of the resulting contract. During the records retention period, the successful offeror agrees to furnish, when requested to do so, all retained documents. Data files will be provided in a format readable by the CNSWFL. The successful offeror agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure.

## **3.2 Standard Contract Requirements**

The CNSWFL’s Standard Contract contains, among other terms, universal administrative, financial, and non-programmatic terms mandated by federal and state law, rules or regulations,

and/or Network policy. The contract resulting from this ITN, if any, will contain specifications to reflect the scope of work, but the Standard Contract general terms will apply. **(See Appendix VI: Standard Contract).**

### **3.3 Financial Specifications**

#### **3.3.1 Funding Source**

This program will be funded by Federal and State funds.

#### **3.3.2 Funding Amount**

The estimated annual funding available for services outlined in the ITN is as follows and is subject to negotiation:

**\$1,500,000.00**

#### **3.3.3 Allowable costs**

Allowable costs will include those reasonable and necessary costs involved in providing services to families and their children for provision of these services in accordance with Title 2 U.S. Code of Federal Regulations (CFR) 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

#### **3.3.4 Invoicing and Payment**

During the contract negotiation, the successful offeror and the CNSWFL will finalize invoicing and payment procedures and the specifications will be included in the contract that results from this ITN.

#### **3.3.5 Financial and Compliance Audits**

The contracts resulting from this ITN will define the responsibilities of the offerors for complying with financial audits.

## **SECTION 4: INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **4.1 How to Submit a Reply**

#### **4.1.1 The reply shall be specific to Circuit 20.**

#### **4.1.2 Mandatory Reply Deadline**

All replies must be received by the Supervisor of Contracts and Utilization Management by the deadline, and at the location set forth in **Section 2.5 Schedule of Events and Deadlines.**

#### **4.1.3 Electronically Transmitted Replies Not Acceptable**

Facsimile or electronic transmissions (e-mail, FTP, etc.) of replies will not be accepted. The vendor may choose the appropriate means for delivery, and is responsible for receipt of the reply by the Supervisor of Contracts and Utilization Management at the address listed in **Section 2.4** by the date and time indicated in **Section 2.5.**

#### **4.1.4 Reply Amendments**

Any amendment to the reply as originally submitted by the vendor, not required by CNSWFL, must comply with the requirements of this section and must be received on or before the reply due date as specified in **Section 2.5**.

#### **4.1.5 Number of Copies Required**

Vendors shall submit one (1) original binder and five (5) copies, also in binders.

#### **4.1.6 Reply to be in Sealed Box**

The reply must be in a sealed box. The outside of the box must be clearly marked with the title of the reply, the ITN number and the vendor's name.

### **4.2 Reply Format**

#### **4.2.1 Binders**

Submit one (1) original binder and five (5) copies in binders. The original binder must be clearly marked "Original Reply-Narrative to ITN2023-02" and include at a minimum the vendor's name and address. The copies shall be labeled "Reply-Narrative to ITN2023-02" and include at a minimum the vendor's name and address and the intended geographical area. Binders shall include Items listed in **Section**

**4.2.2** and must be in the following order:

- 1) Title Pages
- 2) Mandatory Requirements
- 3) Narrative Reply
- 4) Related Attachments/Exhibits

The binder may also include a table of contents which will not count toward maximum page numbers.

#### **4.2.3 Narrative**

The narrative portion must be formatted as follows:

- Must be typed in Times New Roman font size 12 and single spaced
- Use only 8½ x 11 paper with one (1) inch margins, double-sided
- No more than 25 pages
- All pages must be clearly and consecutively numbered.
- Figures, charts, and tables should be numbered and referenced by number in the text.
- The narrative must be presented using the outline specified in **Section 4.3**
- One (1) original and five (5) copies of the proposal

#### 4.2.4 Order of Items in the Reply

The reply must be in the order specified below:

##### 1) Title Page

- a) ITN number;
- b) Title of the reply; i.e., **Centralized Placement proposal for Circuit 20**
- c) Vendor's Name;
- d) Name, Title, Phone number, email address and address of person who can respond to inquiries regarding the reply;
- e) Name, Title, Phone number, email address and address of the vendor's program director, if different from the above-named person.
- f) Proposed annual budget amount

##### 2) Mandatory Requirements

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (**see Appendix I**)
- b) Certification Regarding Lobbying (**see Appendix II**)
- c) Vendors Statements and Certifications (**see Appendix III**)
  - i. Acceptance of Contract Terms and Conditions
  - ii. Statement of No Involvement
  - iii. Proof of Signature Authority
  - iv. Conflict of Interest Statement (Non-Collusion)
  - v. Certification of Drug-Free Workplace Program

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

##### 3) Narrative Reply -

The narrative reply must be submitted in accordance with **Section 4.3**

##### 4) Related Attachments/Exhibits -

- a) **Attachment VII**-Provide Agency's 12-month Budget with detailed narrative using excel form provided (Use **Attachment VII**).
- b) **Exhibit 1**- Provide Agency's latest audited financial statement, independent audit and management letter
- c) **Exhibit 2**- Provide organizational chart for the agency including the proposed services structure.

**d) Exhibit 3** – Provide board member list, terms, meeting schedule, and past 12 months of board meeting minutes.

#### **4.2.5 Submission of Additional Material**

Any material, documents, etc. submitted by the vendor in addition to what is specified in **Section 4.2.4** will not be considered in the evaluation process.

### **4.3 Reply Content-Narrative**

The vendor must address each of the items referenced in **Section 4.3.1-4.3.5** in the order presented below, in accordance with the format instructions specified.

#### **4.3.1 Performance Outcomes and Quality Improvement**

Describe your agency's approach to continuous quality improvement. Describe the Performance Measures that will be developed and methodology used to measure success for this program. Describe methods by which staff are held accountable for performance outcomes and/or targets, including incentives if applicable. Describe what steps will be taken to improve performance when necessary.

#### **4.3.2 Staffing**

Describe the staffing levels required to deliver services described in this ITN including number and qualifications of staff at each level. Explain how the organizational structure and staffing levels will meet the performance requirements. Describe shift schedules including number and level of staff for each shift. Describe the vendor's operational approach to the recruitment, training, supervision, and retention of qualified personnel. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served.

#### **4.3.3 Collaboration**

Describe the vendor's experience in collaboratively providing service delivery to children and families involved in the child welfare system. Describe how the vendor will work with the various Child Placing Agencies to locate a placement that best fits the child's needs in a timely and trauma sensitive manner. Describe the vendor's process in assuring effective communication and feedback amongst agencies with shared clients.

#### **4.3.4 Financial Management and Stability**

Describe, in detail, the vendor's financial capability for undertaking this project. Complete and submit **Attachment VII Proposed Budget Worksheet**. The indirect administrative cost should not exceed 10%. The respondent is responsible for all costs related to the start-up and transition of this project. Describe the vendor's current financial management, and accounting system and capability to generate financial reports. Describe the vendor's ability to secure diverse financial resources, e.g., charitable donations, corporate and foundation funds and in-kind supports, to enhance or expand services, as well as community financial support and volunteer programs. The vendor must also describe how they will provide resources at no cost to CNSWFL for transition of services (if applicable).



#### **4.3.5 Service Delivery**

Describe in detail the vendor's plans for service delivery. How will the provider perform the tasks described in this ITN. Describe how and where supervision will be provided when needed. Describe how transportation will be managed. Describe how the vendor will handle placements after regular working hours.

### **SECTION 5: Selection Process**

#### **5.1 Review Process**

The Supervisor of Contracts and Utilization Management will convene a review committee to evaluate and rank all written proposals that have been deemed eligible and responsive.

Prior to distributing proposals for review, the Supervisor of Contracts and Utilization Management will first review all proposals to ensure that they contain all required information (see **Appendix IV - Fatal Criteria**).

A reply that fails to meet the Fatal Criteria will be deemed nonresponsive and will be eliminated.

#### **5.2 Evaluation Methodology for Ranking and Shortlisting**

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

**5.2.1** Each member of the Evaluation Team will independently evaluate and score each narrative reply in accordance with the criteria and methodology provided in **Section 5.3** and the Rating Sheets (**Appendix V**).

**5.2.3** A debriefing meeting of the evaluators will be held to review the results of the evaluation and develop a list of vendor in ranking order.

**5.2.4** The Supervisor of Contracts and Utilization Management will develop a ranking list based on the methodology provided in this section. This ranking will serve as the recommended ranking of the Evaluation Team.

**5.2.5** After developing the recommended ranking, the Supervisor of Contracts and Utilization Management will provide to the CEO a report on replies deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators.

**5.2.6** The CEO will approve the ranking of all responsive vendors, taking into consideration the criteria provided and Develop Short List. The CNSWFL Leadership team reserves the right to accept or reject the recommendation of the evaluators for negotiations and to negotiate with up to two parties until a decision of "contract award" is made.

#### **5.3 Scoring Criteria**

**5.3.1** The criteria for evaluating responsive vendors for the narrative component of the reply relating to vendor eligibility and qualifications are:

**5.3.1.1** The criteria for evaluating responsive vendors for the narrative component of the reply are:

<b>Narrative Evaluation Criteria</b>	<b>Potential Weighted Value</b>
4.3.1 Performance Outcome and Quality Improvement	18
4.3.2 Staffing	15
4.3.3 Collaboration	15
4.3.4 Financial Management and Stability	12
4.3.5 Service Delivery	24

**5.3.1.2** The Chief Executive Officer is not required to score the replies in arriving at this ranking and short list, but will base their decision on the criteria set forth in **Sections 5.3.1.1 and 5.3.1.2**

**5.3.2 Selection and Posting of Qualified Vendors for Negotiations (“Short List”)**

Upon approval of a ranking and short list of vendors selected for negotiations by the CEO, CNSWFL will post the ranking and short list on the website at: <https://childrensnetworkflorida.org/cns/>. No presumption of preference or merit in the negotiation process or for contract award shall arise from the order of vendors listed in such posting.

**5.4 Negotiation Process for Final Selection**

**5.4.1** One or more agencies will be invited to negotiate for the contract. Negotiation plans will be posted at <https://childrensnetworkflorida.org/cns/> in the timeframe indicated in **Section 2.5 Schedule of Events and Deadlines**. At the conclusion of the negotiations, a notice of contract award will be posted as outlined in **Section 2.5 Schedule of Events and Deadlines**. Notice of Contract Award, and transitional services (if applicable) will begin. CNSWFL reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of CNSWFL.

**5.4.2** During the initial negotiation meeting with each vendor, the negotiating team will explain rules and procedures for the negotiation sessions and accomplish other administrative tasks pertaining to the negotiations, as needed.

**5.4.3** After the first negotiation meeting, additional negotiation meetings may be scheduled in order to further discuss, define, or document desired services, price, terms, and conditions.

**5.4.4** The CNSWFL reserves the right to require shortlisted vendors to submit a supplemental reply, make oral presentations, or other submission prior to conducting negotiations. Notice of such requirement will be posted on the CNSWFL website <https://childrensnetworkflorida.org/cns/>

**5.4.5** The negotiation process is intended to enable the CNSWFL to determine whether and with whom it will contract and to establish the principal terms and conditions of such contract. There will be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

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

**5.4.7** CNSWFL reserves the right at any time during the negotiation process to:

- Schedule additional negotiating sessions with any or all responsive vendors;
- Require any or all responsive vendors to provide additional or revised detailed written proposals addressing specified topics;
- Require any or all responsive vendors to provide a written best and final offer;
- Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- Pursue a contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;
- Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors;
- Decline to conduct further negotiations with any vendor;
- Reopen negotiations with any vendor; and
- Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- Review and rely on relevant information contained in the replies received
- Review and rely on relevant portions of the evaluations conducted

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

**5.4.8 Negotiation Meetings Open to Public**

Meetings of the CNSWFL negotiating team shall be held in accordance with the requirements of Florida law.

#### **5.4.9 Children's Network of Southwest Florida's Reserved Rights**

The CNSWFL reserves the right to:

**5.4.9.1** Select one vendor for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written proposals or request for best and final offers;

**5.4.9.2** Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

**5.4.9.3** Reject all proposals if deemed to be in the best interest of CNSWFL.

#### **5.4.10 Posting Notice of Award**

CNSWFL will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) contract with the vendor identified therein, on CNSWFL's website

<https://childrensnetworkflorida.org/cns/>

#### **5.4.11 Negotiations After Notice of Award**

CNSWFL reserves the right to schedule additional negotiation sessions with vendor(s) identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with the vendor(s).

**Appendix I**



In accordance with our contract with the Department of Children and Families (the department), the Children's Network of Southwest Florida (CNSWFL) is not permitted to subcontract for child welfare services with any person or entity which falls under certain categories. By signing, you are attesting that to the best of your knowledge that the following statement is true.

1. The Provider certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently, or have been within the past 5 years, barred, suspended, proposed for debarment, declared ineligible, otherwise prohibited, or voluntarily excluded from doing business with any government entity;
  - b. Have not within a three-year period preceding this contract been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
  - d. Is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to CNSWFL, the department, the state or its subdivisions, or a federal entity providing funds to this contract;
  - e. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification;
  - f. Has not failed to implement a corrective action plan approved by CNSWFL, the department or any other governmental entity, after having received due notice; and
  - g. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Certifying Official \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Name of Organization \_\_\_\_\_

Address of Organization \_\_\_\_\_

Sworn to and subscribed before me this _____ day of _____, _____	
_____	_____
My commission expires	NOTARY PUBLIC, STATE OF FLORIDA
My Signature as a Notary Public, verifies the affiant's identification has been validated by _____	

## Appendix II

### CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

TBD  
Contract Number

\_\_\_\_\_  
Name and Address of Organization

## Appendix III

### Vendors Statements and Certifications

<b>*1. Acceptance of Contract Terms and Conditions</b>	
I, _____ as an authorized representative _____, hereby agrees that if awarded any contract as a result of the Childrens Network of Southwest Florida's Intent to Negotiate number IN 2023-01 will comply with the requirements, terms, and conditions stated in the Intent to Negotiate and in the Children's Network of Southwest Florida Standard Contract. In recognition thereof the offeror's representative has read, understood, and with which it agrees to comply and any intent by the offeror to deviate from the terms and conditions set forth therein may result, at the CNSWFL' s exclusive determination, in rejection of the proposal.	
<b>Type Name of Authorized Official:</b>	<b>Title:</b>
<b>Signature of Authorized Official:</b>	<b>Date:</b>

<b>*2 Statement of No Involvement</b>	
I, _____ as an authorized representative of _____, certify that no member of this firm not any person having interest in the firm has been awarded a contract by the Childrens Network of Southwest Florida on a non competitive basis to: 1. Develop the Intent to Negotiate, 2. Perform a feasibility study concerning the scope of work contained in this Intent to Negotiate, or 3. Develop a program similar to what is contained on this Intent to Negotiate	
<b>Type Name of Authorized Official:</b>	<b>Title:</b>
<b>Signature of Authorized Official:</b>	<b>Date:</b>

<b>*3. Proof of Signature Authority</b>	
This Intent to Negotiate shall include proof of signature authority if someone signs the Intent to Negotiate other than the President or Chairperson of the Board of Directors. This proof shall be one of the following: A written statement by the President or Chairperson of the Board delegating authority to a particular person, a copy of the entity’s by-laws reflecting signature authority to a particular position, or a copy of the Board of Directors’ meeting minutes that shows action to delegate signature authority to a particular person or position. If delegating signature authority, please complete the below and include the above requested document.	
<b>Type Name of President or Chairperson of the Board of Directors:</b>	
<b>Type Title of Person to Whom Signature Authority is Delegated:</b>	
<b>Type Name of Person to Whom Signature Authority is Delegated:</b>	

<b>*4. Conflict of Interest Statement (Non-Collusion)*</b>	
I hereby certify, that all persons, companies, or parties interested in the Intent to Negotiate as principals are named therein, that the Intent to Negotiate is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the Intent to Negotiate, I have full authority to legally bind the offeror to the provisions of this proposal.	
<b>Type Name of Authorized Representative:</b>	<b>Title:</b>
<b>Signature of Authorized Representative:</b>	<b>Date:</b>

<b>5. Certification of Drug-Free Workplace Program</b>	
I hereby certify that my agency currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through the implementation of that section.	
<b>Type Name of Authorized Representative:</b>	<b>Title:</b>
<b>Signature of Authorized Representative:</b>	<b>Date:</b>



## FATAL CRITERIA

**If any of these criteria are not met, the response cannot be considered further.**

**Offeror’s Name (Agency):** \_\_\_\_\_  
 (Print Name)

Reviewed By: \_\_\_\_\_  
 (Print Name)

Witnessed By: \_\_\_\_\_  
 (Print Name)

Provider Submitted a <u>Notice of Intent to Submit a Proposal</u> by the deadline stated in section 2.5 schedule of events.	Yes	No
The proposal was received by the time and date specified in the ITN.	Yes	No
The proposal contains the requested number of copies.	Yes	No
The proposal includes a line item budget with narrative justification	Yes	No
The proposal includes the following Required Statements & Assurances:		
A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Yes	No
B. Certification Regarding Lobbying Form	Yes	No
C. Acceptance of Contract Terms and Conditions/ Statement of No Involvement	Yes	No
D. Conflict of Interest Statement	Yes	No

If any responses are “no”, the proposal is disqualified from further evaluation.

The CNSWFL reserves the right to waive minor irregularities when to do so would be in the best interest of the Project

## INSTRUCTIONS TO EVALUATORS

The following instructions will be given to all evaluators at the initial meeting of the evaluation team:

1. The Procurement Manager does fatal criteria screening for all proposals received. This is done with another employee of The Children's Network of Southwest Florida looking on to prevent error.
2. The proposals, which you will be given to evaluate, have already passed that phase of the evaluation.
3. Prior to reviewing the proposals each evaluator will read the ITN and becomes familiar with all requirements.
4. Each evaluator must independently evaluate each proposal. No group discussions of the relative merits of any proposal will be allowed until after all evaluators have independently reviewed and scored all proposals.
5. The Procurement Manager will answer any technical questions that may arise during the evaluation process. Evaluators are cautioned to talk to no one else about the evaluation or the proposals.
6. You should already have filled out a Certification that you have no conflict of interest that would interfere with your ability to score fairly. If you have not yet done so, please remind the Procurement Manager now.
7. Proposals must be evaluated based upon the material within the proposal. You may also refer to the ITN; a copy will be provided for you during this initial meeting. No additional information, except the ITN itself and the proposal may be used.
8. Proposals must be independently scored and not scored relative to each other. Comparisons of one proposal to another are not permitted. Only the rating scale included in the ITN solicitation document and its explanation may be used in determining the score for each criterion. No fractional points may be awarded.
9. The Procurement Manager will score the cost proposals with another CNSWFL employee standing by to prevent arithmetic or transcription errors when recording scores for this portion of the evaluation.
10. In filling out the score sheet for each criterion, record your score (a single number from the scale explained in the scoring criteria and procedure) in the box marked Score. Record the place within the proposal (page number and/or Attachment number) where the main information upon which you relied was found in the box marked Reference
11. In the box marked "Comments" record only a word or two that will remind you of what you were thinking when you chose the numerical score for that criterion. Do not record an extensive justification or explanation of your scoring.
12. If you make an error do not erase. Simply draw a single line through the rejected material and write the correct information next to the rejected material.
13. You may take as long as you need to evaluate the proposals given to you while making every effort to complete your task by the date and time set for the debriefing meeting of the evaluators. It is suggested that you take your work to some quiet place away from your desk (home if you wish) where the telephone and the press of daily business will not disturb your efforts.

14. When you return to the “debriefing meeting” you will be asked to read your score for each criterion. If your score is significantly different from the others given you will be given an opportunity to determine whether you have missed material that was used by the other evaluators or if they missed information that you found and used. **THERE WILL BE NO EFFORT MADE TO PERSUADE YOU TO CHANGE YOUR SCORE IF YOU BELIEVE IT IS JUSTIFIED!** This procedure is for the purpose of being certain that all evaluators looked at the same material, **NOT FOR THE PURPOSE OF CONVINCING YOU THAT YOU SHOULD HAVE SCORED LIKE EVERYONE ELSE!**
15. It is the provider's responsibility to present its proposal in a clear and understandable manner. You should not feel obligated to interpolate responses to make them more valuable to the Children's Network of Southwest Florida or to assist the provider in making its presentation more understandable.
16. Please do not leave your common sense at the door.
17. You were selected to do this evaluation because of your expertise. We do not expect you to forget everything you knew before you walked in the door but we do not want you to do any independent investigation or research in the course of your evaluation. Only the proposal and the ITN solicitation document may be used.
18. If you have any questions about the procedures just described please ask them of the Procurement Manager now.

### Appendix V Evaluation Criteria

Name of Offeror Organization: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

### Section A –Evaluation Criteria Summary

Section	Title	Score	Weight	Weighted Score
<b>Written Narrative</b>				
5.3.1	Performance Outcome and Quality Improvement		X 6	
5.3.2	Staffing		X 5	
5.3.3	Collaboration		X 5	
5.3.4	Financial Management and Stability		X 4	
5.3.5	Service Delivery		X 8	
<b>Total Narrative Score</b>				

The total possible score for written proposal is **84** points.

**APPENDIX V**

**Section B: Narrative**

**4.3.1 Performance Outcomes and Quality Improvement**

Describe your agency’s approach to continuous quality improvement. Describe the Performance Measures that will be developed and methodology used to measure success for this program. Describe methods by which staff are held accountable for performance outcomes and/or targets, including incentives if applicable. Describe what steps will be taken to improve performance when necessary.

RATING	SCORE	NOTES
<p>Vendor described a philosophy that focuses on continuous quality improvement. The vendor has identified at least <b>3 three</b> performance measures that are meaningful, measurable and will measure success in this program.</p> <p>The vendor describes a <b>system-wide</b> approach to meeting performance outcomes and/or targets. The response includes a mechanism for <b>timely</b> feedback to staff at all levels as well as to CNSWFL. Methods by which staff will be <b>accountable</b> are described. Processes for systematic review and improvement of performance are included.</p>	<p>3 Points</p>	
<p>Vendor described a philosophy that focuses on continuous quality improvement. The vendor has identified at <b>least 2 two</b> performance measures that are meaningful, measurable and will measure success in this program.</p> <p>The vendor describes <b>an approach</b> to meeting performance outcomes and/or targets. The response includes a mechanism for feedback to staff at all levels as well as to CNSWFL. Processes for systematic review and improvement of performance are limited.</p>	<p>2 Points</p>	
<p>The vendor describes an approach that is <b>not systematic</b> and/or linkages to performance improvement are vague. Vendor’s plan is limited to either quality assurance or quality improvement.</p>	<p>1 Point</p>	
<p>The vendor does not provide a description of methods to achieve performance outcomes and/or targets and/or has no current quality assurance or quality improvement system and no plan for development.</p>	<p>0 Points</p>	
<p>SCORE:</p>		

**4.3.2 Staffing**

Describe the staffing levels required to deliver services described in this ITN including number and qualifications of staff at each level. Explain how the organizational structure and staffing levels will meet the performance requirements. Describe the vendor’s operational approach to the recruitment, training, supervision, and retention of qualified personnel. Define approach to recruitment of culturally diverse staff able to meet the unique cultural needs of the proposed community served.

RATING	SCORE	NOTES
<p>The vendor clearly describes the number and level of staff needed to provide services outlined in this ITN. Staff qualifications are outlined in detail. A job description was provided for each type of staff listed. Staffing levels and procedures for personnel training, supervision, and support <b>clearly promote</b> the agency’s opportunity to meet the performance standards. The approach integrates sound cultural diversity practices. The Organizational chart is included, and all lines of authority are clear.</p>	<p>3 Points</p>	
<p>The vendor describes the number and level of staff needed to provide services outlined in this ITN. Staff qualifications are outlined. The approach integrates cultural diversity practices. Staffing levels and procedures for personnel training, supervision, and support <b>aids in the</b> achievement of performance standards. The Organizational chart is included, but all lines of authority are not clear.</p>	<p>2 Points</p>	
<p>The approach to personnel management includes numbers and levels of staff needed to provide the services outlined in this ITN.</p>	<p>1 Point</p>	
<p>The approach to personnel training, supervision, support, and grievance are not described.</p>	<p>0 Points</p>	
<p>SCORE:</p>		

**4.3.3 Collaboration**

Describe the vendor's experience in collaboratively providing service delivery to children and families involved in the child welfare system. Describe how the vendor will work with the various Child Placing Agencies to locate a placement that best fits the child’s needs in a timely and trauma sensitive manner. Describe the vendor’s process in assuring effective communication and feedback amongst agencies with shared clients.

RATING	SCORE	NOTES
<p>The vendor describes <b>successful</b> collaborative partnerships with various entities. The response includes a description of efforts to <b>promote effective communication</b> to ensure that child(ren) is placed <b>time efficient manner</b>. <b>The vendor describes a trauma sensitive approach to placement.</b></p>	<p>3 Points</p>	
<p>The vendor describes collaborative partnerships with <b>some</b> entities. The response includes a description of efforts to <b>promote effective communication</b> to ensure that child(ren) is placed <b>time efficient manner</b>.</p>	<p>2 Points</p>	
<p>The vendor shows <b>minimal</b> participation in collaborative partnerships in the child welfare arena.</p>	<p>1 Point</p>	
<p>The vendor <b>does not demonstrate a plan to partner</b> with agencies and providers of shared clients.</p>	<p>0 Points</p>	
<p>SCORE:</p>		

**4.3.4 FINANCIAL MANAGEMENT AND STABILITY**

Describe, in detail, the vendor’s financial capability for undertaking this project. Complete and submit **Attachment VII Proposed Budget Worksheet**. The indirect administrative cost should not exceed 10%. The respondent is responsible for all costs related to the start-up and transition of this project. Describe the vendor’s current financial management, and accounting system and capability to generate financial reports. Describe the vendor’s ability to secure diverse financial resources, e.g., charitable donations, corporate and foundation funds and in-kind supports, to enhance or expand services, as well as community financial support and volunteer programs. The vendor must also describe how they will provide resources at no cost to CNSWFL for transition of services (if applicable).

RATING	SCORE	NOTES
<p>The vendor describes an <b>effective</b> electronic financial management system and provides <b>strong</b> evidence of the ability to secure a diversified and <b>significant</b> base of support. Vendor <b>clearly</b> demonstrates how they will fund transitional activities, if applicable. Vendor <b>strongly</b> demonstrates the ability to manage cash flow in the context of the anticipated scope and size of this project.</p> <p>Enclosed budget is clear, numbers and levels of staff match described staffing pattern, and related costs are reasonable. Administrative overhead is less than or equal to 10%.</p> <p>Provider’s independent audit and accompanying management letter show no deficiencies or concerns.</p>	<p>3 Points</p>	
<p>The vendor describes an electronic financial management system and provides evidence of <b>some ability to secure a diverse</b> funding base. Vendor has a plan to fund transitional activities, if applicable. Demonstrates the ability to manage cash flow in the context of the anticipated scope and size of this project.</p> <p>Enclosed budget is clear and related costs are reasonable. Administrative overhead is less than or equal to 10%.</p> <p>Provider’s independent audit and accompanying management letter show some deficiencies or concerns but issues have been subsequently resolved.</p>	<p>2 Points</p>	
<p>The vendor provides evidence of <b>limited</b> current capacity for financial management and <b>limited</b> diversification in the funding base and has <b>limited</b> ability to secure diverse financial resources. The plan to fund transitional activities is <b>vague or missing</b>.</p> <p>Budget is enclosed. Administrative overhead is less than or equal to 10%.</p> <p>Provider’s independent audit and accompanying management letter show some deficiencies or concerns but issues have not been subsequently resolved.</p>	<p>1 Point</p>	
<p>The vendor has <b>no</b> current financial management system and provides <b>no</b> evidence of diversification in the funding base or ability to secure diverse financial resources and there is <b>no</b> plan for transitioning of services. Administrative overhead is greater than 10%.</p>	<p>0 Points</p>	



<b>SCORE:</b>		
<p><b>4.3.5 Service Delivery</b></p> <p>Describe in detail the vendor’s plans for service delivery. How will the provider perform the tasks described in this ITN. Describe how and where supervision will be provided when needed. Describe how transportation will be managed. Describe how the vendor will handle placements after regular working hours.</p>		
<b>RATING</b>	<b>SCORE</b>	<b>NOTES</b>
Vendor is currently licensed as a Child Placing Agency. The vendor clearly describes how they will provide services outlined in this ITN. Description of supervision includes staffing patterns and locations clearly during both during and after regular working hours. The vendor describes a clear plan for transportation during and after regular working hours. The plan for transportation, supervisor and placement includes a trauma sensitive approach. The vendor describes clear accessibility via telephone 24 hours a day, seven days a week.	3 Points	
Vendor describes a plan to achieve a Child Placing License. The vendor describes service delivery as outlined in ITN. The vendor describes a plan for supervision, transportation, and placement to include after hours.	2 Points	
The vendor minimally describes approach to provide services as outlines in the ITN.	1 Point	
The vendor does not describe how services will be delivered.	0 Points	
<b>SCORE:</b>		

## Appendix VI

### 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 XXXXXX. 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 any 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 (see Section E.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**

The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CNSWFL, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Provider, its agents, employees, partners or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of CNSWFL or the Department. The following additional terms will also apply:

**1.** The Provider shall fully indemnify, defend, and hold harmless CNSWFL, the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided,

however, that the foregoing obligation shall not apply to CNSWFL or the Department's misuse or modification of the Provider's products or CNSWFL or the Department operation or use The Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for CNSWFL or the Department the right to continue using the product or to modify it to become non-infringing. The CNSWFL or the Department shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CNSWFL or the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CNSWFL and the Department determine to be of equal or better functionality or be liable for CNSWFL or the Department's cost in so doing.

2. The Provider shall indemnify CNSWFL and the Department for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, including litigation initiated by CNSWFL or the Department. The Provider shall include in all subcontracts and require the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless CNSWFL, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of CNSWFL or the Department. The language in this section notwithstanding in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

3. Nothing in this Contract shall constitute a waiver of sovereign immunity or consent by CNSWFL or the Department or the State or its subdivisions to suit by third parties.

#### **H. Insurance.**

During the existence of this contract, and any renewals and extensions of it, the Provider will maintain, and through contract require that its subcontractors maintain insurance in accordance with s. 409.993, F.S., and any subsequent amendments to the statute, and the following requirements:

The Provider shall maintain, and through contract, require its subcontractors to maintain continuous adequate general liability coverage in accordance with s. 409.993, F.S. The Provider shall maintain, and through contract require its subcontractors to maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The provider shall maintain, and through contract require its subcontractors to shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.993, F.S. All policies of insurance required under this contract shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give CNSWFL and the department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or non-renewal. The provider shall provide, and through contract, require its subcontractors to provide CNSWFL with Acord® 25 certificates of liability insurance naming the CNSWFL and the Department as the certificate holders evidencing such insurance to be in full force and effect at all times during the term of this contract, attached to a certification, signed by a provider or subcontractor authorized representative, that it is in compliance with all applicable federal and state statutory and regulatory insurance requirements. Submission of the foregoing shall not operate as acceptance by CNSWFL of the adequacy of such policies to comply with these requirements.

**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. 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 Provider's performance of this Contract.

**J. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another subcontractor 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 agreement. 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 and indemnify 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 upon receipt of notice 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. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16. 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, agent or 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 F.S. 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 a 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. Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

**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 CFOP 50-2, 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 CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.
6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential 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 filed against it and claims 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 provider shall notify the CNSWFL contract manager in writing within 10 days of becoming aware of such claim or 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 # QJ016 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 CBC 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 (form 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.

**JJ. Federal or State Funds Recipient/Sub-recipient in accordance with Section 215.971, F.S.:**

1. A recipient or sub-recipient of federal or state financial assistance may expend funds only for allowable costs, resulting from obligations incurred during the specified agreement period and in accordance with their CNSWFL approved budget.
2. Any balance of unobligated funds which has been advanced or paid must be refunded to CNSWFL.
3. Any funds paid in excess of the amount to which the recipient or sub-recipient is entitled under the terms and conditions of the agreement must be refunded to CNSWFL.

**KK. Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to CNSWFL are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

**LL. Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, the CNSWFL may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

**NN. Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

**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 July 1, 2024. It shall end on midnight, local time in Fort Myers, Florida, on XXXXX..

**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:

- 1.Attachment I and other attachments, if any;
- 2.Any documents incorporated into any attachment by reference;
- 3.This Standard Contract and 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:

1. Employment history checks;
2. Fingerprinting for all criminal record checks;
3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE); Federal criminal records Employment checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement(LE); and Security background investigation, which may include local criminal record checks

**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:

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

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

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

**2180 West First Street  
Fort Myers, Florida 33901  
239-425-6341**

F. 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 and B 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.

The parties execute this contract through their undersigned duly authorized officials fully intending to be bound by the terms hereof.

PROVIDER:

Children’s Network of Southwest Florida, LLC

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

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

NAME:

NAME: Nadereh Salim

TITLE:

TITLE: Chief Executive Officer

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

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

Federal ID #