

## APPENDIX IV

### PROTESTS

Purpose and Scope: Protests may be filed in response to competitive procurement decisions.

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 FSSNF Contact Person listed in the solicitation document within three (3) calendar days after the posting of the solicitation or of the notice of FSSNF's decision or intended decision. The notice of intent to protest may be filed electronically and submitted to: [chris.mcmullen@FSSNF.org](mailto:chris.mcmullen@FSSNF.org).
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 FSSNF contact person after filing the notice of intent to protest. The formal protest must be:

- (1) In writing; and,
  - (2) Filed within ten (10) 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 FSSNF as described in Paragraph 3 of this Appendix IV at the time of filing the formal written protest.
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 FSSNF must comply with the following requirements:
    - a. When protesting a decision or intended decision, the protestor must post a bond equal to five percent (5%) of FSSNF's estimated contract amount. FSSNF at its sole discretion shall estimate the contract amount based on factors including, but not limited to, the following:

- (1) The price of previous or existing contracts for similar or contractual services.
    - (2) The amount appropriated for the contract.
    - (3) The fair market value of similar contractual services.
  - b. FSSNF shall provide the estimated contract amount to the protestor within three (3) 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.
  - c. 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 EST.
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:
- a. The name and address of FSSNF Contact Person with whom the protest will be filed;
  - b. 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 FSSNF's notice of intended or actual contract award;
  - c. With particularity, the facts and law upon which the protest is based;
  - d. A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
  - e. 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;
  - f. A demand for relief to which the person or agency deems himself/itself entitled; and,
  - g. Any other information which the agency contends is material.
5. FSSNF's Response to Protest.
- a. Upon receipt of a formal written notice of protest, the solicitation process or contract award process must be stopped until the protest is resolved. Upon receipt of a protest, the FSSNF contact person shall immediately consult the appropriate legal counsel. With legal counsel, the FSSNF CEO must determine whether or not to accept or reject the protest.
  - b. The Board of Directors of FSSNF, if it is deemed necessary, may set forth in writing, particular facts and circumstances which may require continuance of the solicitation processes or the contract award process on an emergency basis without the above

mentioned delay in order to avoid immediate and serious danger to public health, safety, or welfare. This written determination will specifically detail the facts underlying the decision and will constitute final agency action. In such circumstances, FSSNF shall use its procurement policy for processing emergency procurements due to disputes.

6. Resolution of the Protest.

- a. The formal written protest shall be referred to a hearing officer who shall conduct further proceedings. It shall be the responsibility of FSSNF to appoint an appropriate individual to serve as the hearing officer.
- b. Upon completion of the hearing process and any appellate court proceedings the disposition of the bond shall be as follows: If FSSNF prevails, it shall recover all costs and charges that shall be included in the final order or judgment, excluding attorney fees. Upon payment of such costs and charges by the agency protesting, the bond shall be returned to the agency.

## APPENDIX V

### INFORMATION SYSTEM REQUIREMENTS

#### 1. Compatibility and Access.

In accordance with Florida Statutes, Florida Administrative Code and Departmental standards and procedures, the Provider shall utilize the electronic functionality provided in the *Florida Safe Families Network* (FSFN). FSFN shall be the Provider's official system of record for all casework and decision making tools. Decision making tools in FSFN include, but are not limited to, the necessary statewide child safety and family assessments, home studies, case planning, monitoring and placement/permanency decisions. The Provider agrees to collect, enter and ensure data integrity of all information input into FSFN including meeting timeliness criteria.

#### 2. Information Technology Resources.

All FSSNF Providers must receive written approval from the appropriate Department approving authority in accordance with Children and Families Operating Procedure 50-9, Policy on Information Resource Requests, prior to purchasing any Information Technology Resource (ITR) with funds provided by this contract. The Provider agrees to secure prior written approval by means of an Information Resources Request (IRR) form CF 1631 in accordance with Children and Families Operating Procedure 50-9, Policy on Information Resource Requests, before the purchase of any ITR. The FSSNF Contracts and Compliance Manager is responsible for serving as the liaison between the Provider and the Department during the completion of the IRR. ITRs are defined in Chapter 282, Florida Statutes, as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The Provider shall not be reimbursed for any ITR purchases made prior to obtaining the Department's written approval.

#### 3. Security.

The Provider shall comply with all applicable laws and procedures pertaining to security and confidentiality including Chapter 815, Florida Statutes, and in accordance with Health and Rehabilitative Services Operating Procedures 175-26, Confidentiality of Children and Families Records, Children and Families Operating Procedure 50-6, Security, and HRSR 50-2, Security of Data and Information Technology Resources.

#### 4. FSFN.

FSFN is the Department's system of record for all casework. The Provider specifically agrees that FSFN will always contain the most current and the most accurate information regardless of any other systems employed.

The Provider specifically agrees to collect, enter and maintain all data to meet FSFN requirements in accordance with FSFN policies and procedures, including timeliness criteria.

The Provider shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to applicable information within FSFN.

5. Application Training. The Provider shall participate in application training for use of the system, as required during the deployment of future FSFN functionality. The Subcontractor shall be responsible for any travel costs associated with attendance at these training sessions.

6. Site Survey. The Provider agrees to allow the Department to conduct a site survey to determine needs related to the implementation of FSFN at the Provider's site(s). The Department agrees to determine the resources needed to equip the Provider's staff and in evaluating site security requirements.

7. Equipment. The Provider may not use equipment provided by the Department and purchased with FSFN funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the Department's federally approved cost allocation plan for FSFN. FSFN computer equipment shall not be transferred, replaced or disposed of by the Provider without prior permission of the FSSNF Contracts and Compliance Manager.

APPENDIX VI

**FATAL CRITERIA**

**If any of these criteria are not met, the response cannot be considered further (shall be completed by FSSNF).**

Applicant's Name (Agency): \_\_\_\_\_  
(Print Name)

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

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

The Notice of Intent to Submit an Application was received by the time and date specified in the ITN.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
The application was received by the time and date specified in the ITN.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
The application includes the Application Summary Form.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
The application includes a line item budget with narrative justification.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>A. Statements of Assurance</b>		
1. Acceptance of Terms and Conditions	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. Statement of No Involvement	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Proof of Signature Authority	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Conflict of Interest Statement	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5. Drug Free Workplace	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Certification of authority to enter into negotiations with FSSNF for specified services	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7. Certification of No Criminal Conduct	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8. Certification of Corrective Action Plan Implementation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>B. Certification and Affidavit regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>C. Certification Regarding Lobbying Form</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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

FSSNF reserves the right to waive minor irregularities when to do so would be in the best interest of the FSSNF system of care design.

APPENDIX VII

APPLICATION SUMMARY FORM

Complete Name of Applicant		
Legal Name of Applicant if Different		
Address including City, County, State and Zip Code		
Name and Title of Contact Person		
Phone Number including Area Code		
Vendor Identification Number (Federal Employer Identification Number)		
Fiscal Year End Date (Month and Day only)		
If Applicable, Name and Address of Parent Organization		
Medicaid Provider #, if any		
Minority Status	<input type="checkbox"/> Federal Minority Business Enterprise	
	<input type="checkbox"/> State Certified MBE	<input type="checkbox"/> African American
		<input type="checkbox"/> Hispanic
		<input type="checkbox"/> Asian/Hawaiian
		<input type="checkbox"/> Native American
		<input type="checkbox"/> Woman
List of Board of Directors:	<u>Name and Title</u>	<u>State/County of Legal Residence</u>

APPENDIX VII (CONTINUED)

**EXECUTIVE SUMMARY OF THE APPLICATION**

Please complete a one-page summary of the application.

Applicant Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX VIII

### AUTHORITY OF REQUIREMENTS

The Provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that do or may affect the subject areas of this contract. Authorities include, but are not limited to the following:

#### I. PROGRAMMATIC AUTHORITY (FEDERAL)

- A. Federal foster care services: Social Security Act, Title IV-B and Title IV-E, as amended (42 U.S.C. 670-679a; 45 C.F.R. 1355-1357); P.L. 96-272, Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 670, et seq.); P.L. 100-485, Family Support Act of 1988 (42 U.S.C. 602; 42 U.S.C. 1396a; 45 C.F.R. 92.32 Uniform Requirements for Grant and Cooperative Agreements Equipment; 45 C.F.R. 95, 204-206, 233, 234, 260); P.L. 103-382, S. 551, The Multiethnic Placement Act of 1994 (MEPA); P.L. 104-188, S. 1808, Removal of Barriers to Interethnic Adoption; P.L. 105-89, Adoption and Safe Families Act of 1997; P.L. 106-169, Foster Care Independence Act of 1999.
- B. Federal child welfare services: Social Security Act, as amended; Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 620-628a; 45 C.F.R. 1355-1357).
- C. Federal family preservation and support services: Social Security Act, as amended (42 U.S.C. 629-629e; 45 C.F.R. 1355-1357).
- D. The Provider shall ensure compliance with Title IV-B of the Social Security Act, Title IV-E of the Social Security Act, Social Services Block Grant (SSBG), Title XIX (Medicaid), and Temporary Assistance for Needy Families (TANF).
- E. Federal Indian Child Welfare Act of 1978, 25 U.S.C. 1901 et seq.
- F. Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

#### II. FLORIDA STATUTES

Applicable Florida Statutes as amended from time to time including, but not by way of limitation:

##### A. Child Welfare/Community-Based Care Program

- CH 39 Proceedings Relating to Children
- CH 61 Dissolution of Marriage; Support; Custody
- CH 63 Adoption
- CH 383 Maternity And Infancy Hygiene
- CH 391 Children's Medical Services

- CH 393 Developmental Disabilities
- CH 402 Health And Human Services: Miscellaneous Provisions
- CH 409 Social And Economic Assistance
- CH 411 Handicap Or High-Risk Condition Prevention And Early Childhood Assistance
- CH 414 Family Self-Sufficiency
- CH 415 Adult Protective Services
- CH 435 Employment Screening
- CH 455 Business And Professional Regulation: General Provisions
- CH 490 Psychological Services
- CH 491 Clinical, Counseling, And Psychotherapy Services
- CH 743 Disability Of Nonage Of Minors Removed
- CH 760 Discrimination In The Treatment Of Persons; Minority Representation
- CH 827 Abuse Of Children

**B. Substance Abuse and Mental Health Services**

- CH 381 Public Health: General Provisions
- CH 386 Particular Conditions Affecting Public Health
- CH 394 Mental Health
- CH 397 Substance Abuse Services
- CH 458 Medical Practice
- CH 459 Osteopathic Medicine
- CH 464 Nursing
- CH 465 Pharmacy
- CH 499 Drug, Cosmetic, And Household Products
- CH 553 Building Construction Standards
- CH 893 Drug Abuse Prevention And Control

**C. Department of Management Services**

- Section 112.061 Per Diem and travel expenses of public officers, employees, and authorized persons
- Section 112.3185 Additional standards for state agency employees
- CH 120 Administrative Procedures Act
- Section 215.422 Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 255.0515 Bids for state contracts; substitution of subcontractors
- CH 287 Procurement Of Personal Property and Services

**D. Statewide Requirements**

- Section 23.30, F.S. Florida Customer Service Standards Act
- CH 119 Public Records
- CH 282 Communications and Data Processing
- CH 815 Computer-Related Crimes

### **III. FLORIDA ADMINISTRATIVE CODE (RULES)**

#### **A. Child Welfare/Community-Based Care Program**

- 65C-6 Domestic Violence
- 65C-7 Specific Standards For Child Protection Teams
- 65C-8 Sexual Abuse Treatment Program
- 65C-9 Alien Children
- 65C-10 Child Protective Investigations
- 65C-11 Protective Services
- 65C-12 Emergency Shelter Care
- 65C-13 Substitute Care of Children
- 65C-14 Group Care
- 65C-15 Child-Placing Agencies
- 65C-16 Adoptions
- 65C-17 Master Trust
- 65C-20 Family Day Care Standards and Large Family Child Care Homes
- 65C-21 Subsidized Child Care
- 65C-22 Child Care Standards
- 65C-23 WAGES Hardship Exemption and Prevention Services
- 65C-24 Relative Caregiver
- 65C-25 Specialized Child Care Facilities for the Care of Mildly-Ill Children

#### **B. Substance Abuse and Mental Health Services**

- 65E-4 Community Mental Health Regulation
- 65E-5 Mental Health Act Regulation
- 65E-10 Psychotic and Emotionally Disturbed Children - Purchase of Residential Service Rules
- 65E-12 Public Mental Health, Crisis Stabilization Units, Short-Term Residential Treatment Programs
- 65E-14 Community Alcohol, Drug Abuse and Mental Health Services - Financial Rules
- 65E-15 Continuity of Care Case Management
- 65E-20 Forensic Client Services Act Regulation

### **IV. CHILD WELFARE/COMMUNITY-BASED CARE OPERATING PROCEDURES:**

The Provider may develop operating procedures to be approved by the Department equivalent to the following subjects. In the interim, the Provider must follow the Department's equivalent operating procedures.

- CFOP 15-12 Procedures for Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation of Abandonment of a Child or Adult

CFOP 30-5	Cases Requiring Entry of a Final Order
CFOP 60-11	Chapter 1 – Policy on Domestic Violence
CFOP 60-52	Employees as Guardians Ad Litem
CFOP 175-15	Child Welfare Legal Services
CFOP 175-16	Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
CFOP 175-17	Child Death Review Procedures
CFOP 175-18	Child Care Training
CFOP 175-19	Administrative Fines and Other Penalties for False Reporting of Abuse, Neglect and Abandonment
CFOP 175-20	Child Protection Teams and Sexual Abuse Treatment Programs
CFOP 175-21	Investigative Response
HRSOP 175-22	Diligent Search
CFOP 175-23	Case Supervision in Initial Responses/Assessments Involving Shelter Care
CFOP 175-24	Predisposition Study
CFOP 175-25	Additional and Supplemental Reports
HRSOP 175-26	Confidentiality of Children and Families Records
CFOP 175-28	Allegation Matrix
CFOP 175-29	Temporary Assistance for Needy Families (TANF) Funding for Services
HRSOP 175-33	Out-of-Town Inquiries
CFOP 175-34	Removal and Placement of Children
CFOP 175-36	Reports and Services Involving Indian Child
CFOP 175-37	Sharing Records With Children
CFOP 175-38	Reunification
CFSOP 175-39	Change of Custody
CFOP 175-40	Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
CFOP 175-41	Family Assessment
CFOP 175-42	Case Chronological Documentation
CFOP 175-43	Referral Sources – Courtesy Supervision
CFOP 175-44	Services to Refugee and Entrant Unaccompanied Minors
CFOP 175-45	Assessment of Florida Abuse Hotline Information Referrals
CFOP 175-46	Duplicate and Sequence Merges
CFOP 175-47	Termination of Services - General
CFOP 175-48	Transfer of Cases Within and Between Districts
CFOP 175-49	Reports Involving Allegations of Medical Neglect of an Infant with a Life Threatening Condition
CFOP 175-50	Visitation and Other Contact with Children in Shelter
CFOP 175-51	Manual Expunction of Florida Abuse Hotline Information System Records
CFOP 175-52	Relicensing Child-Placing Agencies
CFOP 175-54	Interstate Compact on the Placement of Children
CFOP 175-55	Priority Placement under the Interstate Compact on the Placement of Children
CFOP 175-56	Reports Involving Families Residing on Federal Property
CFOP 175-57	Caller Identification
CFOP 175-58	Relicensing of Family Foster Homes and Emergency Shelter Care Homes

CFOP 175-59	Master Trust for Benefit of Family Safety and Preservation Program Clients
CFOP 175-60	State Institutional Claims for Damages Caused by Shelter or Foster Child
CFOP 175-61	Exit Interviews for Children in Shelter/Foster Care
CFOP 175-62	Expediting Permanency for Abandoned Infants
CFOP 175-64	Family Foster Home Waivers
CFOP 175-67	Finalized Adoption Cases and Automated System Client Identifiers
CFOP 175-69	Hospital/Emergency Room Child Abuse Reports
CFOP 175-70	Funeral Arrangements for Children in Foster Care
CFOP 175-71	Title IV-E Foster Care and Adoption Subsidy
CFOP 175-72	New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past
CFOP 175-76	Employees Involved in Reports of Abuse, Neglect, Abandonment or Exploitation
CFOP 175-77	WAGES/Hardship Exemption - Substitute Care Review
CFOP 175-79	Relative Caregiver Program
CFOP 175-80	Independent Living Services (Ages 16 to 21)
CFOP 175-81	Subsidized Independent Living (SIL)
CFOP 175-83	Identification of Children
CFOP 175-85	Prevention, Reporting and Services To Missing Children
CFOP 175-86	Dependency Court Intervention In Cases of Abuse or Neglect by Non-Custodial Parents
CFOP 175-88	The Prevention and Placement of Child Victims and Aggressors Involved In Child-On-Child Sexual Abuse, Sexual Assault, Seduction or Exploitation In Substitute Care
CFOP 175-89	Filing of Petition for Release of Abuse Records To The Public
CFOP 175-90	“Extraordinary Circumstances” for Extension of Case Plans
CFOP 175-91	Abuse and Neglect Clearance of Informal Child Care Providers
CFOP 175-93	TANF Uses in Family Safety
CFOP 175-94	Direct Access To Information for Background or Criminal History Checks for Investigations, Emergency Placements, and Out of the Ordinary Circumstances
CFOP 175-96	Coordination of Services Including Mental Health and Substance Abuse Services for Youth in the Care and Custody of the Department and Served by the DJJ
CFOP 215-6	Incident Reporting and Client Risk Prevention

## **V. MISCELLANEOUS**

### **A. Family Support Services of North Florida, Inc. Operating Procedures**

FSSNFOP 15-12	Procedures Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation Report
FSSNFOP 175-01	Client Complaint Procedure

FSSNFOP 175-02	Client Satisfaction Survey
FSSNFOP 175-03	Child Resource Record (Formerly called the “Red Folder”)
FSSNFOP 175-15	Child Welfare Legal Services
FSSNFOP 175-16	Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
FSSNFOP 175-17	Child Death Review Procedures
FSSNFOP 175-21	Investigative Response
FSSNFOP 175-22	Diligent Search
FSSNFOP 175-23	Case Supervision in Initial Responses/Assessments Involving Shelter Care
FSSNFOP 175-24	Predisposition Study
FSSNFOP 175-26	Confidentiality of Children and Families Records
FSSNFOP 175-29	TANF Funding Services for Children
FSSNFOP 175-32	Reasonable Efforts
FSSNFOP 175-33	Out-Of-Town Inquiries
FSSNFOP 175-34	Removal and Placement of Children
FSSNFOP 175-35	Termination of Parental Rights was Never Promulgated by DCAF*
FSSNFOP 175-36	Reports and Services Involving Indian Child
FSSNFOP 175-37	Sharing Records with Children
FSSNFOP 175-38	Reunification
FSSNFOP P175-39	Change of Custody
FSSNFOP 175-40	Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
FSSNFOP 175-41	Family Assessment
FSSNFOP 175-42	Case Chronological Documentation
FSSNFOP 175-43	Case Supervision Activities Involving Multiple Districts, Counties or Regions
FSSNFOP 175-44	Services to Refugee and Entrant Unaccompanied Minors
FSSNFOP 175-45	Assessment of Florida Abuse Hotline Information Referrals
FSSNFOP 175-47	Termination of Services - General
FSSNFOP 175-48	Transfer of Cases Within and Between Districts
FSSNFOP 175-50	Visitation and Other Contact with Children in Emergency Shelter
FSSNFOP 175-52	Re-licensing Child-Placing Agencies
FSSNFOP 175-53	Records Retention for Family Safety Case Records
FSSNFOP 175-54	Interstate Compact on the Placement of Children
FSSNFOP 175-55	Priority Placement under the Interstate Compact on the Placement of Children
FSSNFOP 175-58	Re-licensing of Family Foster Homes and Emergency Shelter Care Homes
FSSNFOP 175-59	Master Trust for Benefit of Family Safety and Preservation Program Clients
FSSNFOP 175-60	State Institutional Claims for Damages Caused by Shelter or Foster Care
FSSNFOP 175-61	Exit Interviews for Children in Shelter/Foster Care
FSSNFOP 175-62	Expediting Permanency for Abandoned Infants
FSSNFOP 175-64	Family Home Waivers
FSSNFOP 175-70	Funeral Arrangements for Children in Foster Care
FSSNFOP 175-71	Title IV-E Foster Care and Adoption Subsidy

- FSSNFOP 175-72 New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past
- FSSNFOP 175-76 Employees Involved in Reports of Abuse, Neglect, Abandonment or Exploitation
- FSSNFOP 175-77 Wages/Hardship Exemption Substitute Care Review
- FSSNFOP 175-78 Certification Procedure for Professional Child Protection Employees
- FSSNFOP 175-79 Relative Caregiver Program
- FSSNFOP 175-80 Independent Living Services (Ages 16-21)
- FSSNFOP 175-81 Subsidized Independent Living (SILL)
- FSSNFOP 175-83 Identification of Children
- FSSNFOP 175-85 Prevention of and Services to Children Who Run Away While in Substitute Care
- FSSNFOP 175-88 The Prevention and Placement of Child Victims and Aggressors Involved in Child-on-Child Sexual Abuse Sexual Assault, Seduction, or Exploitation in Substitute Care
- FSSNFOP 175-90 Extraordinary Circumstances for Extension of Case Plans
- FSSNFOP 175-93 TANF Uses in Child Welfare/Community-Based Care
- FSSNFOP 175-94 Access to Information for Background/Criminal History Check
- FSSNFOP 215-6 Incident Reporting and Client Risk Prevention
- FSSNFOP 60-11 Policy on Domestic Violence, Chapter 1

**B. Department of Children and Families Operating Procedures**

- CFOP 15-4 Records Management
- CFOP 75-2 Contract Management System for Contractual Services
- CFOP 75-8 Contract Management Systems for Contractual Services
- CFOP 125-1 Community Resources/Volunteer Management
- CFOP 155-10 Mental Health Services for Children in the Custody of the Department
- CFOP 180-4 Mandatory Reporting Requirements to the Office of the Inspector General

**C. Information Systems Operating Procedures**

- CFOP 50-2 Security of Data and Information Technology Resources
- CFOP 50-7 Policy on Enhanced Workstations and Statewide Office Automation Information Technology Standards
- CFOP 50-6 Security
- CFOP 50-9 Policy on Procurement of Information Technology Resources

**D. Federal Cost Principles ([www.whitehouse.gov/omb/circulars/index](http://www.whitehouse.gov/omb/circulars/index))**

- OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-122 Cost Principles for Non-Profit Organizations
- OMB Circular A-133, as amended Audits of States, Local Governments, and Non-Profit Agencies

APPENDIX IX

**APPLICANT SELF EVALUATION**

Please answer all questions by checking the applicable box. For those items that are not applicable to your contract, check "N/A." For example, if you do not have any subcontracts, you should check "N/A" for each item in Section IX, Subcontracts/Professional Agreements.

Please provide a brief explanation for any negative response.

**I. SEGREGATION OF DUTIES**

- 1. Someone other than the timekeeper and persons who deliver paychecks to employees prepares the payroll.  Yes  No  N/A
- 2. The duties of record keeper are separated from any cash-related functions.  Yes  No  N/A
- 3. Check signing is limited to those authorized to make disbursements and whose duties exclude posting and recording of cash received.  Yes  No  N/A
- 4. Personnel performing the disbursement function are excluded from purchasing, receiving, inventory, and general ledger functions.  Yes  No  N/A
- 5. Mail receipts are opened and listed by someone not involved in posting, deposit preparation and deposit making.  Yes  No  N/A
- 6. The person making the deposit is different from the person who prepares the deposit.  Yes  No  N/A
- 7. An official who is not responsible for its preparation and is outside the payroll department approves the payroll.  Yes  No  N/A

**II. POLICIES AND PROCEDURES**

- 1. Policies and procedures are reviewed annually and updated as necessary to reflect current operations.  Yes  No
- 2. Written policies and procedures address:
  - a. Record retention  Yes  No
  - b. Travel and entertainment  Yes  No
  - c. Purchasing  Yes  No
  - d. Asset acquisition, inventory, and disposal  Yes  No  N/A
  - e. Cash management (payables, receivables, deposits, petty cash, reconciliations, etc.)  Yes  No

- f. Credit cards  Yes  No  N/A
- g. Subcontractors  Yes  No  N/A
- h. Bad debt write-offs  Yes  No  N/A
- i. Disaster plan, including recovery, per contractual requirements  Yes  No  N/A
- j. Personnel  Yes  No
- k. Employee loans  Yes  No  N/A
- l. Client trust funds  Yes  No  N/A
- m. Computer back-up  Yes  No  N/A
- n. PRIDE (purchasing from Prison Rehabilitative Industries and Diversified Enterprises, Inc.)  Yes  No  N/A
- o. Recycling  Yes  No  N/A
- p. Data Security  Yes  No  N/A

**III. CASH**

**A. Cash Handling Procedures**

- 1. a. All revenue is deposited into one operating account.  Yes  No  N/A
- b. Deposits are made on a \_\_\_\_ daily; \_\_\_\_ weekly; \_\_\_\_\_ other (be specific) basis.  Yes  No  N/A
- 2. The provider maintains a cash receipts journal.  Yes  No  N/A
- 3. Revenue received that is not deposited on the same day is stored in a locked and secure location.  Yes  No  N/A
- 4. The person receiving the monthly bank statement in the mail is not the same person responsible for performing the monthly account reconciliation.  Yes  No  N/A
- 5. The bank statements and paid checks are received unopened from the bank by the person reconciling the account.  Yes  No  N/A

- 6. Checks received in the mail are restrictively endorsed immediately upon opening the mail.  Yes  No  N/A
- 7. Cash received from fund raising events are properly controlled, accounted, and reported.  Yes  No  N/A
- 8. Bank reconciliations are performed monthly, reviewed, and signed by the next level of management.  Yes  No

**B. Petty Cash**

- Yes  No  N/A
- 1. A specific employee is designated, in writing, as custodian.
- 2. Petty cash is not commingled with other funds and is used for small, emergency expenses.  Yes  No  N/A
- 3. Cash fund is kept in a locked, secure location.  Yes  No  N/A
- 4. Payments are made through vouchers that are completely and accurately filled out.  Yes  No  N/A
- 5. Payments are supported by invoices or receipts.  Yes  No  N/A
- 6. Payments made are under \$50 (for small incidental purchases).  Yes  No  N/A
- 7. Travel payments are not made from petty cash.  Yes  No  N/A
- 8. Documents are effectively canceled (marked paid) when expense is paid.  Yes  No  N/A
- 9. Surprise audits are periodically performed and documented in writing.  Yes  No  N/A
- 10. The size of the petty cash fund is adequate to meet emergency expenses.  Yes  No  N/A

**IV. ACCOUNTS RECEIVABLE**

- 1. A detailed accounts receivable aging schedule is maintained by accounting.  Yes  No  N/A
- 2. The accounts receivable aging schedule is reconciled to the general ledger monthly.  Yes  No  N/A

3. The provider has established accounts receivable write off procedures that:
- Yes  No
- a. are properly documented
- b. are approved by the President/Chief Executive Officer and the Board of Directors  Yes  No

**V. ACCOUNTS PAYABLE**

**A. Disbursements**

1. The provider maintains an accounts payable ledger (checkbook) for its operating account.  Yes  No
2. During the payment process, the following are verified by management:
- a. Checks are issued in sequence  Yes  No
- b. Voids are clearly documented and accounted for  Yes  No
- c. Multiple payments made to one payee during the month are researched  Yes  No
- d. Payments are based on original invoices  Yes  No
- e. Payments are approved by appropriate levels of management  Yes  No
- f. Back-up is effectively canceled upon payment (help prevent duplicate payments)  Yes  No
- g. The check amount and invoice amount agree  Yes  No
- h. Bills are timely paid  Yes  No
- i. Payments to the Executive Director are countersigned by a Board member  Yes  No  N/A
- j. Goods and services with a cost of \$1500 or more are supported with a cost analysis price quotation or competitive bid unless the Provider's policies and procedures require another level  Yes  No

For tax exempt agencies:

- k. Sales tax is not being paid on purchases of goods or services  Yes  No  N/A

**B. Employee Expense Transactions**

- 1. Expense reports/vouchers are utilized  Yes  No
- 2. All expenses are supported with original receipts  Yes  No
- 3. The business purpose of the expenses are clearly stated  Yes  No
- 4. All conference expenses are pre-authorized and supported with an agenda  Yes  No  N/A
- 5. A mileage sheet is used to calculate and reimburse mileage expenses  Yes  No  N/A
- 6. The mileage sheet contains information to include beginning and ending odometer readings, purpose, and destination  Yes  No  N/A
- 7. All travel expenses reimbursed from state funding sources are paid in accordance with state rates (s. 112.061, F.S.)  Yes  No  N/A

**C. Credit Card Transactions**

- 1. The Provider maintains a listing of who has credit cards and the corresponding credit card numbers  Yes  No  N/A
- 2. The Provider performs monthly reconciliations of credit card statements  Yes  No  N/A
- 3. The Provider has review procedures that are used to track and pay balances  Yes  No  N/A
- 4. The cardholder or designee is not making personal purchases  Yes  No  N/A
- 5. There is a policy that prohibits personal purchases  Yes  No  N/A
- 6. Corporate credit cards that are loaned to employees are controlled through a log indicating the date, person's name, purchase amount, and description  Yes  No  N/A
- 7. Original receipts support expenses charged to credit card  Yes  No  N/A

**D. Tax Payments**

- 941s and Unemployment Compensation Taxes (UCTs) are completed, submitted and paid timely.  Yes  No  N/A

**E. Advance Payment of Contract Funds / Return of Funds**

1. If the Provider received an advance under the contract and those funds were deposited into an interest bearing account (optional under s. 216.181(16)(b), F.S.), interest proceeds were returned to FSSNF or applied to future FSSNF payments to the Provider.  Yes  No  N/A
2. If the Provider charged unallowable expenses to the contract or was otherwise overpaid, arrangements have been made to reimburse FSSNF.  Yes  No  N/A

**VI. FINANCIAL REPORTING**

1. Monthly financial statements are prepared.  Yes  No  N/A  
These include the following:
- a. A statement of activities (income statement) listed by cost center  Yes  No  N/A
- b. A statement of financial condition/position (balance sheet)  Yes  No  N/A
- c. Budget variance report  Yes  No  N/A
2. Support documentation for all journal entries made is retained  Yes  No  N/A
3. a. The Provider performs a monthly closing and  Yes  No  N/A  
b. Prepares/prints a complete set of accounting books (general ledger, accounts payable journal, accounts receivable journal, etc.)  Yes  No  N/A
4. The Provider maintains a current chart of accounts which:
- a. Allows for cost center accounting  Yes  No  N/A
- b. Tracks administration as a cost center  Yes  No  N/A
- c. Has a methodology to allocate indirect cost including administration  Yes  No  N/A
5. An independent audit has been performed within 2 years and the report submitted to FSSNF.  Yes  No  N/A
6. The Provider responded to the recommendations made in the independent auditor's management letter.  Yes  No  N/A
7. The Provider has an adequate record keeping system. The records are kept in a central location and are neat and organized.  Yes  No

8. Provider management submits monthly financial statements to the Board of Directors.  Yes  No  N/A
9. The Provider has an operating budget that was approved by the Board of Directors.  Yes  No  N/A

**VII. METHOD OF PAYMENT (INVOICING)**

Documentation supporting the number of units and dollars claimed on corresponding invoices are kept by the Provider and are available for review and inspection.  Yes  No

**VIII. ASSETS AND PROPERTY**

1. An annual asset inventory is taken and recorded in writing.  Yes  No  N/A
2. Property records are reconciled to the general ledger at least annually.  Yes  No  N/A
3. Property / capital assets are recorded on an asset ledger with the following information:  Yes  No  N/A
- a. sequential item number  Yes  No  N/A
  - b. description  Yes  No  N/A
  - c. funding source  Yes  No  N/A
  - d. purchase date and amount  Yes  No  N/A
  - e. cost  Yes  No  N/A
  - f. location  Yes  No  N/A
  - g. condition  Yes  No  N/A
  - h. asset tag number (capital assets of \$1,000 or more)  Yes  No  N/A
4. Acquisitions and disposals are documented in writing.  Yes  No  N/A
5. If any leases for property and equipment exist, they are current and properly executed.  Yes  No  N/A

**IX. SUBCONTRACTS / PROFESSIONAL AGREEMENTS**

If you subcontract FSSNF services:

- 1. Persons who are properly authorized to bind your organization and its subcontractor sign the written agreement.  Yes  No  N/A
- 2. The subcontract agreement indicates the scope of work to be performed.  Yes  No  N/A
- 3. If any part of FSSNF's contract with the Provider is subcontracted, your organization has written documentation that indicates that FSSNF reviewed and approved of the act of subcontracting and inclusion of required flow-down clauses.  Yes  No  N/A

**X. LOANS**

- 1. If loans are made to employees, formal, signed agreements are secured and contain the following:
  - a. Date loan made, amount, and maturity  Yes  No  N/A
  - b. Terms and conditions regarding repayment  Yes  No  N/A
  - c. Approval by the President/Executive Director  Yes  No  N/A
  - d. Disclosure to the Board of Directors through an aging schedule or other report  Yes  No  N/A
- 2. If loans are being granted to officers and/or directors of the provider, please explain on separate attachment.  Yes  No  N/A  
Attachment # \_\_\_\_\_ included.  Yes  No

**XI. PERSONNEL MANAGEMENT / PAYROLL**

- 1. All personnel files contain the following:
  - a. Current job description signed and dated by employee  Yes  No
  - b. I-9 forms  Yes  No
  - c. W-4 forms  Yes  No
  - d. Annual evaluations (if required)  Yes  No

- e. Pay rates and changes are clearly documented and agree with the latest payroll register.  Yes  No
- f. Reference checks  Yes  No
- g. Security agreement forms (CF 114), if applicable  Yes  No  N/A
- (1) All employees with access to the Department data through computer-related media have read and signed the CF 114  Yes  No
- (2) The custodian (NAME) for all CF 114 forms at the agency's location is \_\_\_\_\_  Yes  No
- (3) The forms are stored at the following sites: \_\_\_\_\_  Yes  No
2. a. Employees document their work hours through a time sheet or punch clock  Yes  No
- b. The employee signed the time records  Yes  No
- c. The supervisor reviewed and signed the time records  Yes  No
3. Non-exempt employees receive time and a half for all hours in excess of 40 per week.  Yes  No
4. Do any of your employees also have a contract with your agency? If yes, please explain in separate attachment.  Yes  No
- Attachment # \_\_\_\_\_ included  Yes  No

**XII. ALCOHOL, SUBSTANCE ABUSE AND MENTAL HEALTH BLOCK GRANT FUNDS**

- 1. The Provider is in full compliance with all block grant requirements. Yes No N/A
- 2. The Provider maintains a schedule indicating the amount of block grant funds received and expensed during the current contract period. Yes No N/A

**XIII. SPONSORSHIP**

The Provider has complied with s. 286.25, F.S., requiring that any non-governmental organization sponsoring a program financed partially by state funds, or funds obtained from a state agency, shall use specific statutory language recognizing the state’s sponsorship when it publicizes, advertises or describes sponsorship of the program. Yes No N/A

**XIV. LOBBYING**

- 1. The Provider has complied with s. 216.347, F.S., which prohibits the use of state contract funds for the purpose of lobbying the Legislature or a state agency. Yes No
- 2. If contracts contain federal funding in excess of \$100,000 and the provider spends any money on lobbying, the provider has sent a Disclosure of Lobbying Activities, Standard Form LLL, to the Contracts and Compliance Manager for federal review. Yes No

**XV. INSURANCE**

- 1. Provider has the capacity to furnish a performance bond in the amount of two and a half percent (2.5%) of the total estimated contract amount for each fiscal year to ensure full and complete performance of the contractual services. Yes No
- 2. Ability to place FSSNF and DCF as listed co-insureds on all policies Yes No
- 3. Ability to obtain liability insurance as specified in s. 409.1671, F.S., and any FSSNF insurance requirements. Yes No

## APPENDIX X

### PROJECT COST ANALYSIS AND INSTRUCTIONS

The Project Annual Budget by Month and Budget Narrative worksheets identify all costs that are proposed to be paid by FSSNF. The instructions below will assist you in preparing the Annual Budget by Month and Project Budget Detail (narrative) worksheets

- A. Using the instructions provided in the ITN # FSSNFPPAS 12-13 Budget Detail found in Appendix X, Excel workbook (separate link), complete the Project Budget Detail sheets (tabs) to calculate project costs for all applicable budget line items and associated narrative.
- **Submit a budget package (budget detail sheet by month and budget detail worksheet) for FSSNF funding.**

In each project budget detail worksheet (narrative), identify the requested elements listed in the columns (i.e. Cost Per Unit, # of Months). When the unit or quantity has been left blank, please identify those items of unit, quantity, cost, months, etc. Narrative must be provided for each cost identified.

- **List each personnel position individually and assign a unique position number to each. Identify the percent of time that each position will spend providing services under FSSNF funding.**
- B. List the cost of each line item as described in the Budget Detail sheets by month in the identified row/column on the Annual Project Budget by Month worksheet (tab).

**BUDGET TEMPLATE FORMS ARE INCLUDED AS A SEPARATE LINK ON THE FSSNF WEBSITE IN MICROSOFT EXCEL FORMAT**