



Family Support Services
Invitation to Negotiate (ITN)
For
Case Management Organization (CMO) Services
For Fiscal Year 2023-2026
ITN-023-CMO

Date posted: The date and time of first official posting of this ITN is October 3, 2022, at 2:00 p.m. Eastern Daylight Time

Submission Deadline: November 17, 2022, at 2:00 p.m. Eastern Standard Time

Anticipated Contract Start Date: July 1, 2023

Number of Awards: Multiple

Please be informed that Family Support Services (FSS) is seeking proposals from qualified providers that are interested in providing comprehensive Case Management Organization (CMO) services to ensure the safety, permanency, and well-being of children using the funds that are allocated by the State of Florida's Department of Children and Families (DCF) and administered by FSS. FSS will begin accepting proposals immediately and all proposals must be submitted in writing.

In order to respond to this ITN, interested applicants must:

- Complete and submit the provider packet and required attachments as described in this ITN.
- Submit a detailed bid for the services noted below in the scope of work.

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SECTION 1. INTRODUCTION:

Family Support Services (FSS) is the lead agency for foster care, adoption and family preservation in Duval, Nassau, Pasco, and Pinellas counties. Through community-based care, FSS 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.

The non-profit organization was established in 2001 to provide child protective services in Duval County and was expanded to also serve Nassau County in 2007. In 2022, FSS expanded again to serve Pasco and Pinellas Counties.

1.1. FSS Mission

The mission of Family Support Services is to be the leader in providing safety, stability, and quality of life for all children by working with the community to strengthen the family unit.

FSS is governed by a Board of Directors specifically selected to represent Duval, Nassau, Pasco, and Pinellas Counties in developing and overseeing the child protection system of care.

Services for abused and neglected children and their families are performed by a network of local community-based non-profit agencies.

Our vision is that children grow up connected to their own families, supported by families and protected by the community; that children have the opportunity to achieve in school and to learn to be productive citizens; that citizens of Duval, Nassau, Pasco, and Pinellas counties, organizations and agencies recognize that child protection is a community responsibility and represents the best interests of all county residents.

1.2. Analysis of Needed Capacity

Case Management Data	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Contracted Amount	\$15,412,331.58	\$16,038,649.99	\$16,234,833.33	\$18,642,606.67
# of Child Welfare Case Managers (CWCM) FTE	83^	83^	83^	81*
# of QM Specialist / Psychotropic Medications FTE	3	3	3	3
# of Strengthening Ties and Empowering Parents (STEPS) FTE	6	11	11	11
# of Family Assessment Support Team (FAST) FTE	34**	36**	36**	36**
# of Mental Health Therapist FTE	7***	7***	7***	7***
# of High Risk Newborn FTE	6	6	6	6
# of Trauma Engagement and Assessment Mobilization Unit FTE	N/A	N/A	3	3
^Includes eight (8) FTE in Nassau County (provided in-house)				
*Includes six (6) FTE in Nassau County (provided in-house)				
**Includes four (4) FTE in Nassau County				
***Includes one (1) FTE in Nassau County				

Employees who are classified as support workers, transporters, visitation specialists are not included in the number of FTE positions listed above.

The CWCM shall never exceed a caseload of 25 children, with the goal being a caseload of 17 children. FSS shall continually assess the ratios based on the number of children in care and may make adjustments to the number of CWCMs funded.

Projected Capacity Needed	Estimated Amount
# of Child Welfare Case Managers (CWCM) FTE	66*
# of QM Specialist / Psychotropic Medications FTE	1 per awarded provider
# of Strengthening Ties and Empowering Parents (STEPS) FTE	12
# of Family Assessment Support Team (FAST) FTE	24**
# of Mental Health Therapist FTE	5***
# of High Risk Newborn FTE	6
# of Trauma Engagement and Assessment Mobilization Unit FTE	3
*Includes six (6) FTE in Nassau County (provided in-house)	
**Includes four (4) FTE in Nassau County	
***Includes one (1) FTE in Nassau County	

Employees who are classified as support workers, transporters, visitation specialists are not included in the number of FTE positions listed above.

SECTION 2. QUALIFICATION REQUIREMENTS:

Mandatory contract award and performance criteria include:

1. The respondent must be appropriately licensed in the State of Florida to provide the advertised service.
2. The respondent must be a not-for-profit corporation.
3. Accompanying the application must be the names and contact information for three (3) professional references who are knowledgeable about the quality of service the applicant provides. Local references preferred.

2.1. Disqualification Criteria:

1. Failure to have performed any previous contractual obligations with FSS or the State of Florida in a manner satisfactory to FSS, another Lead Community Based Care Agency, or DCF may be sufficient cause for disqualification. To be disqualified as a respondent under this provision, the respondent must have:
 - a. Previously failed to satisfactorily perform in a contract with FSS, another Lead Community Based Care Agency, DCF or the State of Florida, been notified of unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of these entities; or
 - b. Had a contract terminated by FSS, another Lead Community Based Care Agency, DCF, or the State of Florida.
2. FSS will not award contracts to any agency or its Providers and/or sub-providers that:
 - a. Have been barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
 - b. Have within a 3-year period preceding this proposal, 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;
 - c. 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; and
 - d. Have within a 3-year period preceding this proposal, had one or more public transactions terminated for cause or default.

2.2. Submission Criteria:

1. All proposals must be submitted as specified with the proposal pages required. To be considered, the proposal must respond to the desired parts of the ITN that the Respondent wishes to provide and information not clearly defined as a response to application requirements or in the proper order or section may not be scored. Any areas of the proposal that the Respondent does not wish to provide or respond to, the Respondent shall notate those as not applicable in their proposal and will not be considered for those areas. This will not prevent the Respondent from being awarded part of the ITN.
2. All proposals shall become the property of FSS. The completed application and all applicable documents must be submitted to the Contracts Department and received at the address below by the time and date specified in Section 5. The proposal shall be signed by a representative who is authorized to contractually bind the Respondent.
3. One (1) hard copy original document and one (1) electronic media (i.e., CD, flash drive, etc.) and submitted via certified mail with return receipt for proof of delivery or hand delivered to the FSS corporate office at 1300 Riverplace Blvd., Suite 700, Jacksonville, FL 32207.
 - a. If hand delivered, the applicant must obtain a signed receipt from the receiving FSS staff person indicating the date and time of delivery and who received the application for FSS. All submitted applications must be clearly marked on the outside of the sealed packaging.
4. Proposals must be printed on "8 ½ x 11" paper only, using no less than 11 point font in Arial with one (1) inch page margins. Submissions should follow the order described in Section 11 below. All proposals must have a Table of Contents to include Section page numbers.

Failure to respond to this ITN in this manner may result in disqualification from consideration. Proposals which are received by FAX or E-Mail are not acceptable and will be rejected.

SECTION 3. SPECIAL CONDITIONS:

3.1. News Releases/Publicity:

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project, when feasible, shall not be made without prior knowledge of FSS. Releases should identify the funding entity as well as the funding source.

3.2. ITN Documents:

Respondent shall examine the ITN carefully. Ignorance of the requirements will not relieve the Respondents from liability and obligations under the awarded Contract.

3.3. Respondent's Costs:

FSS shall not be liable for any costs incurred by Respondents in responding to this ITN.

3.4. Conflict of Interest:

The award hereunder is subject to provisions of federal regulations, state statutes and county ordinance. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of FSS. Further, all Respondents must disclose the name of any FSS employee or who owns, directly or indirectly, any interest in the Respondent's firm or any of its branches.

3.5. Lobbying Statement:

Firms and their agents are hereby placed on notice that the FSS staff or evaluation team shall not be contacted (with the exception of designated contact person) about this Proposal. Public meetings and public deliberations are the only acceptable forum for the discussion of merits of products/services requested by the ITN and written correspondence in regard to

proposals may be submitted to the FSS official contact person. Failure to adhere to these requirements could result in action to disqualify Respondent from consideration of award.

3.6. Addition, Deletion, or Modification of Proposal:

FSS reserves the right at its sole discretion to increase, decrease, or delete any portion of this proposal at any time without cause.

3.7. Right to Inspect, Investigate, and Rely on Information:

In ranking replies for negotiation and in making a final selection, FSS reserves the right to inspect a provider's facilities and operations, to investigate any provider representations and to rely on information about a provider in FSS's records or known to its personnel.

3.8. Rejection of all replies:

FSS reserves the right to reject all replies at any time, including after an award is made, when doing so would be in the best interests of FSS. By rejecting all replies, FSS assumes no liability to any provider.

3.9. Withdrawal of ITN:

FSS reserves the right to withdraw the ITN at any time, including after an award is made, when doing so would be in the best interest of FSS. By withdrawing the ITN, FSS assumes no liability to any provider.

3.10. Disclaimers:

Any contract or agreement with FSS will require applicant's performance to be in compliance with all applicable federal and state laws, regulations, agency rules and procedures, and FSS policies and procedures, as may be amended from time to time. The contracted provider will be deemed a subrecipient and will be subject to federal and state subrecipient requirements. The contracted provider will be required to comply with any matching funds requirements.

Participation by smaller businesses and organizations and by minority and women's business enterprises certified as such by the State of Florida is encouraged. Anyone is eligible to submit a proposal for contracted services. FSS shall not discriminate against a potential provider or proposal for service on the basis of race, creed, sex, religious orientation, or affiliation.

FSS reserves the right to reject any and all responses to the competitive procurement solicitation document, and to ignore or correct minor irregularities when it is in the best interest of FSS, the network and its clients to do so.

3.11. Term of the Agreement:

This contract is funded contingent upon availability of funds. The anticipated start date of the resulting contract is July 1, 2023. The anticipated duration of the contract is three (3) years and shall end on June 30, 2026. The contract may be renewed for additional periods not to exceed three (3) years. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance as determined by FSS 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.

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SECTION 4. CONTACT:

4.1. Official Contact Person:

This Invitation to Negotiate (ITN) is issued by Family Support Services. The sole point of contact for information concerning procedures for responding to this ITN is:

Chris Hughes
Manager, Contracts and Compliance
Family Support Services
1300 Riverplace Boulevard, Suite 700
Jacksonville, Florida 32207
(904) 265-8072
Chris.Hughes@fssnf.org

Material changes, if any, to the scope of services of bidding procedures will only be transmitted by written addendum and posted on the FSS website at <https://www.fssjax.org/procurement/>.

4.2. Notices:

All notices, decisions, intended decisions, notice of award, responses, and postings to inquiries will be communicated through electronic posting at the following website:

<https://www.fssjax.org/procurement/>

It is the prospective Respondent's exclusive responsibility to access any and all updates posted. This is the sole official posting for this advertisement.

4.3. Limitations of Contacting FSS:

Respondents are advised to limit their contact regarding this ITN to the sole contact person listed above. With reference to this ITN, no representations, other than those distributed by the contact person in writing, are binding on FSS and Respondents are cautioned that oral responses by FSS are not binding upon it.

4.4. Contact Other than During the Negotiations Phase:

Prospective provider or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following FSS's posting of the notice of intended award, FSS personnel or any employee, member of FSS Board of Directors, or officer of the executive or legislative branch of the State of Florida concerning any aspect of this solicitation, except in writing to the contact person identified above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective provider, or an existing or prospective subcontractor to a prospective provider is assumed to be on behalf of a prospective provider unless otherwise shown.

4.5. Contact During the Negotiations Phase:

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective provider(s) with whom FSS is negotiating and the negotiations team for FSS is permissible, but only "on the record" (as required by s. 286.0113(2) F.S.) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective provider(s) with whom FSS is negotiating outside of the negotiations meetings is permissible so long as it is in writing.

4.6. Violation of Contact Limitations:

Violation of the provisions of this section of the ITN will be grounds for rejecting a reply, if determined by FSS to be material in nature. Violation of this section is material in nature if the contact (oral, electronic, or written):

1. is heard or read by a person, prior to the completion of that person's final duties under this ITN, which person is responsible for reviewing, evaluating, scoring, ranking, or selecting providers under this ITN, or for advising any such person;
2. advocates for the selection of the prospective provider, the disqualification of any other prospective provider, or the rejection of all bids;
3. comments on the qualifications of any bidder or the responsiveness of any bid;
4. presents additional information favorable to the prospective provider or adverse to another prospective provider; or,
5. otherwise seeks to influence the outcome of this ITN;
6. may not be waived as a minor irregularity by virtue of the nature, intent, and extent of the information conveyed.

The foregoing does not preclude a determination by FSS that other forms of contact are material violations of the provisions of this ITN.

4.7. Inquiries:

Inquiries must be submitted in writing to FSS on or before the date specified in Section 5. Responses to all inquiries which involve clarification and/or changes to this ITN will be made available as specified in Section 4.2 in the order in which they were received. No questions related to this ITN will be accepted after the time specified in Section 5. **Only written inquiries will be accepted, email is acceptable.**

4.8. Notice of Intent to Submit a Reply:

Providers who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**ATTACHMENT VIII**) to the official contact person specified in section 4.1. on or before the time specified in Section 5.

SECTION 5. TIMELINE – SCHEDULE OF EVENTS AND DEADLINES:

EVENT	DATE AND TIME*
Invitation to Negotiate released and posted on the FSS website	10/03/2022 2:00 PM, EDT
Solicitation Conference (meeting for questions and answers) **public meeting	10/7/2022 3:00 PM, EDT
Last Day to Submit Inquiries and Notice of Intent to Submit a Reply	10/17/2022 2:00 PM, EDT
Posting of Responses to Inquiries	10/24/2022 2:00 PM, EDT
Sealed Proposals due to FSS	11/17/2022 2:00 PM, EST
Opening of Proposals **public meeting	11/17/2022 2:30 PM, EST
Posting of Qualified Respondents	11/17/2022 4:00 PM, EST
Evaluation period	Begins Week of 11/21/2022
Posting of Selected Applicants (those who will move forward with Oral Presentations)	11/28/2022 4:00 PM, EST
Oral Presentations	Begin Week of 12/12/2022

EVENT	DATE AND TIME*
Debrief meeting of evaluators and ranking of replies **public meeting	01/13/2023 10:00 AM, EST
Posting of the Ranking of Replies and Intent to Negotiate	01/13/2023 2:00 PM, EST
Anticipated Negotiations & Transition Planning Period	Begins Week of 01/16/2023
Meeting of Negotiation team to develop recommendation for award **public meeting	03/01/2023 10:00 AM, EST
Post Intent to Award Notice	03/01/2023 4:00 PM, EST
Anticipated effective date of contract	07/01/2023

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

**Public meetings will be held at the address below:

Family Support Services
 1300 Riverplace Boulevard, Suite 700
 Jacksonville, Florida 32207
 Zoom Meeting Link: <https://zoom.us/j/4999167499>
 Meeting ID: 499 916 7499
 Call Number: 1 (301) 715-8592

The purpose of the Solicitation Conference is to review the ITN with interested Providers. FSS encourages all prospective Providers to participate in the Solicitation Conference, during which prospective Providers may pose questions. The Solicitation Conference for this ITN will be held at the time and date specified above in Section 5. Participation in the Solicitation Conference is not a prerequisite for acceptance of replies from prospective Providers. FSS shall only be bound by written information that is contained within the solicitation documents or formally posted as an addendum or response to questions.

SECTION 6. PROTESTS:

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

6.1. 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 FSS contact person listed in the solicitation document within three calendar days after the posting of the solicitation or of the notice of FSS’s decision or intended decision. The notice of intent to protest may be filed electronically and submitted to: Chris.Hughes@fssnf.org.

6.2. 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 FSS 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 FSS as described in Paragraph 3 at the time of filing the formal written protest.

6.3. 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 FSS must comply with the following requirements:

1. When protesting a decision or intended decision, the protestor must post a bond equal to five percent (5%) of FSS's estimated contract amount. FSS 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. FSS 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.

6.4. 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 FSS 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 FSS'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

6.5. FSS's Response to Protest:

1. 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 FSS contact person shall immediately consult the appropriate legal counsel. With legal counsel, the FSS Chief Executive Officer must determine whether or not to accept or reject the protest.
2. The Board of Directors of FSS, 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, FSS shall use its procurement policy for processing emergency procurements due to disputes.

6.6. Resolution of the Protest:

The formal written protest shall be referred to a hearing officer who shall conduct further proceedings. It shall be the responsibility of FSS to appoint an appropriate independent party to serve as the hearing officer. Upon completion of the hearing process and any appellate court proceedings the disposition of the bond shall be as follows:

1. If FSS 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.

SECTION 7. PUBLIC RECORDS AND TRADE SECRETS:

7.1. Replies and Other Submissions Are Property of FSS:

All materials submitted in reply or other response to this ITN become the property of FSS, which shall have the right to use such ideas or adaptations of those ideas without cost or charge, regardless of selection or rejection of a reply.

7.2. Replies and Other Submissions Are Subject to Public Inspection:

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to subsection 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a provider's reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSS, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the provider's reply or other submittal outside of the separately bound document described below.

7.3. How to Claim Trade Secret Protection:

If the provider considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the provider must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the provider considers any portion of a submission made after its reply to be trade secret the provider must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

7.4. Provider's Duty to Respond to Public Records Requests:

In response to any notice by FSS that a public records request received by FSS encompasses any portion of the separately bound part of the provider's reply or other submissions labeled as "trade secret," the provider shall expeditiously provide FSS, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the provider shall provide information correlating the nature of the claims to the particular

redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the provider fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSS is authorized to produce the records sought without any redaction.

7.5. FSS Not Obligated to Defend Provider Claims:

FSS is not obligated to agree with the provider's claim of exemption, and by submitting a reply or other submission the provider agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the provider agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, FSS for any and all claims and litigation (including litigation initiated by FSS) arising from or relating to provider's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

SECTION 8. SELECTION METHODOLOGY:

FSS intends to award the contract to a responsive provider that the evaluation team determines to be the best value, based on the scoring criteria set forth in Attachment I. The evaluation team will forward this recommendation to the CEO, or his or her designee. The CEO, or his or her designee, shall decide which Respondent represents the best value, based on the Scoring Criteria in Attachment I, and to whom the contract shall be awarded under this ITN. In doing so, the CEO, or his or her designee, is not required to score the Respondents, and will base his or her decision on a determination of best value. FSS may consider any information or evidence which comes to its attention and which reflects upon a provider's capability to fully perform the contract requirements and/or the provider's demonstration of the level of integrity and reliability which FSS determines to be required to assure performance of the contract.

SECTION 9. RESERVED RIGHTS:

FSS holds the exclusive right to award services in whole or in part, to Respondents under this ITN. As the best interest of FSS may require, the right is reserved to make award(s) to the most responsible Respondent, by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more providers; to reject any and all proposals or waive any minor irregularity or technicality in bids received. Respondent(s) are cautioned to make no assumptions unless their proposal has been evaluated as being responsive and qualified. All awards made as a result of this ITN shall conform to applicable laws of the State of Florida. FSS reserves the right to cancel an awarded proposal should full funding be unavailable, a contract be unable to be successfully negotiated, or upon due cause, i.e. provider misrepresentation, negligence, non-performance, etc. via written notice of which electronic (email) is acceptable. FSS will negotiate contract(s) with the successful Respondent(s). Funding for contract award shall be based on Respondent's proposal and available funding. FSS reserves the right, based on responses, to consolidate services/tasks and to reopen solicitation of bids. FSS reserves the right to schedule additional negotiation sessions with Respondent(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the Respondent(s). The final terms and conditions for contracts are subject to change based on the terms outlined in the contract between FSS and DCF. FSS reserves the right to post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any Respondent at any time prior to execution of the contract. FSS reserves the right to reduce or increase the amount of funding available prior to awards, contingent upon funding availability, and expenditure deadlines. All Respondents must agree to give hiring preference to current staff that meet the Respondent's minimum qualifications and that accept employment by the Respondent. Additionally, for a non-

incumbent Provider, FSS must have a right of refusal for any Case Manager positions filled under this ITN.

SECTION 10. SCOPE OF WORK/SERVICE DESCRIPTION:

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: Federal Cost Principles (<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>), Florida Statutes (<http://www.leg.state.fl.us/statutes/>), Florida Administrative Code (<https://www.flrules.org/>), Department of Children and Families Operating Procedures (<http://www.dcf.state.fl.us/admin/publications/policies.asp>), and Family Support Services Operating Procedures.

10.1. General Service Tasks:

1. Case managers, and their supervisors, must receive a minimum of six (6) hours of specialized training on sexual exploitation approved by the Department prior to accepting cases with sexually exploited children or young adults. CSEC/HT certification: as stated in F.A.C. 65C-43.005, as amended from time to time. All CWCM must have training outlined below prior to taking case assignment. The specialized training in sexual exploitation shall consist of: three (3) hours pertaining to sexual exploitation of children; one (1) hour pertaining to the Safe Harbor Act; and two (2) hours of additional live training on specialized topics related to sexual exploitation of children. Case managers must each year receive a minimum of one (1) hour of ongoing training per quarter on sexual exploitation of children. The training curriculum and any revision to the training curriculum must be approved by the Department every three (3) months. Completion of the training shall be entered into FSFN, using the training tracker. Send to Contracts@fssnf.org.
2. Children and their families shall be encouraged and supported to access Services. When children and families refuse or fail to access Services, the reason for doing so shall be assessed, and the Services that have been offered shall be modified or alternative Services offered to encourage acceptance of Services.
3. Children and their caregiver shall receive individualized services based on their unique strengths and needs. The strengths and needs of the child and his/her family shall dictate the type and mix of services provided; the type and mix of services provided shall not be dictated by what services are available. Services must be adapted to children and their caregiver; children and their caregiver must not be required to adapt to inflexible, pre-existing services. Provider shall exhaust all known resources available when services are unavailable.
4. Provider shall accept all cases and children referred on a no eject/no reject basis. Provider shall ensure all children requiring additional supportive services receive them on a timely basis, as determined by FSS.
5. Provider shall be sensitive to cultural and racial differences and the special needs of minority, ethnic and racial groups. Services shall be provided in a manner that respects these differences and attends to these needs. Provider shall be responsible for any costs associated with providing services in compliance with this provision.

10.2 4:1 Ratio Framework and Desired Outcomes:

1. Provider shall have a target ratio of four (4) CWCM to one (1) CWCM Supervisor for each case management unit and follow the framework outlined in this Section 10.2. Provider shall not exceed a ratio of five (5) CWCM to one (1) CWCM Supervisor.
2. All new CWCM Supervisors should receive support from their supervisor with weekly check-ins for at least the first 90 days from the start of their new position. All new CWCM Supervisors should complete a series of supervisory trainings during the transition period and beyond. These trainings should include resources to learn basic, child welfare related and crisis/emotional management skills. The completed training modules should be

discussed between the new CWCM Supervisor and their supervisor during their weekly meetings. Provider shall provide FSS with their training plan for any newly hired CWCM Supervisor positions prior to start date. Some training resources are:

- a. National Child Welfare Workforce Institute website: <https://ncwwi.org/index.php/ncwwi-products/online-learning>
 - b. Supervising for Excellence offered by FSS Training team. Additional info: <http://centerforchildwelfare.fmhi.usf.edu/SuperviseExcellenceCurric.shtml>
 - c. Office of Child Welfare Professional Development Series: <http://www.centerforchildwelfare.org/ProfessionalDev.shtml>
 - d. Reflective Supervision: <https://eclkc.ohs.acf.hhs.gov/video/reflective-supervision-putting-it-practice>
3. During the hiring process of any CWCM Supervisor position, the Provider shall evaluate which CWCMs should be transitioned into the CWCM Supervisor position. The criteria to be considered when selecting current CWCMs shall be:
- a. Size of CWCM's caseload
 - b. How long the cases have been open/stage of cases
 - c. The range of experience of CWCMs in the unit to be supervised
 - d. If the CWCM has had more than one supervisor in the past
 - e. If certain caseloads have already changed primary workers or CWCM Supervisors in the past
 - f. Whether the chosen CWCM Supervisor is an existing CWCM with a caseload and how their cases can be transitioned to the CWCMs placed in their new unit.

10.3. CWCM Dependency Case Management:

1. Children shall receive Services in the least restrictive manner, which the child's home shall be considered least restrictive, most normalized environment that is appropriate to their strengths and needs. Interventions must be made before a child is discharged from placement. Discharges without an MDT Staffing and Transition Plan are prohibited, unless child safety is a factor, or an emergency situation exists. This is to be determined in partnership with the Case Management agency and FSS. Children should be placed in family settings with supportive Services. Placement in safe and stable relative settings is encouraged as the placement of second choice, whereas, placement with parents is primary choice. Placement with siblings is preferred, but where not possible, a plan shall be developed for frequent contact as part of the Case Plan and visitation implemented accordingly. Children in custody shall be integrated to the maximum extent feasible into normalized leisure and work activities. Children in custody who shall reach adulthood without permanence must be connected to caring adults, both relatives and other resources, who they can turn to for help upon discharge.
2. Provider shall ensure Judicial Review reports are provided to CLS timely at least ten (10) business days prior to the scheduled hearing. The reports shall be well-written and adequately document the case plan progress and behavioral change of the parents, and the needs of the child in compliance with statutory requirements.
3. Family-centered practice skills should be utilized for all actions and decisions during the life of the case to ensure that we correctly identify an unsafe child and remediate the family conditions in the child's family causing the danger for the child.
4. The CWCM shall co-construct case plan outcomes with families to the extent that the parents or legal guardians are available, willing, and able. Outcomes should reflect the family's current stage of change in order to best ensure that reasonable efforts are made to assist families with achieving change. The case plan shall identify the actions, activities, tasks and resources, both informal and professional, which are intended to address diminished caregiver protective capacities and child needs. Service provision may be provided when children are in-home or out-of-home. To ensure permanency for children in out-of-home care, the achievement of change must occur within the timeframes established in Chapter 39, Florida Statutes. The Conditions for Return (CFR) of each case must be

reviewed continuously. Once parent(s)/legal guardian(s) have achieved sufficient change in caregiver protective capacities and the safety analysis of the family indicates an in home safety plan is appropriate, the children should be transitioned from out of home care to the in home safety plan as soon as possible. The CWCM shall continue to assess the child and family to update the information domains, caregiver protective capacities, and child needs. The case manager shall complete regular Progress Updates that use standardized criteria for measuring family change and progress. Monitoring shall occur for at least six (6) months post permanency.

5. Provider shall ensure that each child receives the Services of the Medicaid Child Health Check-Up (CHCU) including the seventy-two (72) hour Screening, dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination.
6. Provider will ensure that the Case Plan is prepared within sixty (60) days after the Department removes the child from the home and shall be submitted to the court, for review and approval, before the Disposition Hearing. All case plans must be filed with the court, and a copy provided to all the parties whose whereabouts are known, not less than three (3) business days before the disposition hearing. Thereafter, Case Plans are reviewed and amended in consultation with CLS Attorney. All other referrals for services must be completed as soon as possible, but no later than 7 days after the date of the case plan approval, unless the case plan specifies that a task may not be undertaken until another specified task has been completed or otherwise approved by the court.
7. Every child placed in out of home care must receive a Comprehensive Behavioral Health Assessment (CBHA). The CBHA referral form will be completed by the Department Child Protective Investigator "CPI" prior to Case Transfer Staffing (CTS) and verified by FSS at the CTS. FSS is responsible for submitting the full assessment report to the Provider (CMO) within 45 days of placement and the Provider shall review the full assessment report and follow all recommendations of the CBHA. Provider shall ensure Assessors utilized to complete CBHAs maintain certification and comply with all activities related to the Community-Based Care Integrated Health and Medicaid Handbook. FSS will review samples of the CBHA and screening tools each quarter to ensure compliance and fidelity to the process.
8. CWCMs must adhere to working agreements initiated between FSS, the Child Protective Investigators, and CLS Attorneys, as may be amended from time to time.
9. Provider shall ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs.
10. Provider shall ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin is not in the best interests of the child. An ESSA staffing and MDT must occur prior to changing schools, including early education programs.
11. Provider shall administer case management practices to assess child safety; support and facilitate parents and caregivers in taking responsibility for their children's safety and well-being; enhance parent and family protective factors and capacity; develop safety plans; and facilitate families' transition to formal and informal community-based support networks at the time of child welfare case closure.
12. Provider will be supportive of FSS's efforts toward the recruitment and licensing of Family Foster Homes and activities, as well as Services to foster parents. Provider must furnish supporting services to foster parents to ensure retention and stability. Partnership plan will be completed, signed by the CWCM and Caregiver, and maintained in the Child Resource Record.
13. Provider shall deliver Adoption Services designed to prepare children for adoption placement for cases where Termination of Parental Rights (TPR) are entered. Provider must create the Adoption Information Page in FSFN and register each child who becomes available for adoption in the Statewide Adoption Website utilizing the Adoption Information

Page within ten (10) days of entry of TPR.

14. Provider shall immediately notify FSS when Adoptive Parental Rights are terminated, in cases in which the adoptive parent is receiving an adoption subsidy, to ensure adoption subsidies are appropriately and timely terminated.
15. Provider shall immediately notify FSS when Adoption applications and interests are withdrawn, in cases in which the prospective adoptive parent is receiving an adoption subsidy, to ensure adoption subsidies are appropriately and timely terminated.
16. Provider is responsible for providing pre-adoption support services to adoptive families, including services leading to and after legal finalization of the adoption. Provider shall also submit referrals for comprehensive adoption services for families and ensure that communication is in place so that the adoptive parents and adopted children know how to access these services.
17. Provider is responsible for securing, approving, and reviewing all relative and non-relative placement under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C., and compliance with section 39.5085, F.S. Placement of children should adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved in accordance with Chapter 39, F.S., prior to placement of the child with anyone. Provider's CWCM shall notify FSS Placement and Behavioral Health Department immediately in the event of a placement change. An MDT shall occur prior to any placement change with a relative/non-relative caregiver. Provider shall create, implement, and monitor compliance with all transition plans due to placement changes for children in out of home care. Provider shall cooperate with the FSS Kinship Department to ensure stable kinship placements.

10.4. Early Childhood Court Therapeutic Support Services:

1. Provider shall provide Circle of Security Parenting Program to expecting parents/caregivers and parents/caregivers of children under the age of six (6) that are referred by FSS in conjunction with Early Childhood Court (ECC). The duration and frequency shall be 8 sessions, 90 minutes each session, and 1 session per week. They may be conducted in group sessions, no larger than ten (10) parents/caregivers, when deemed appropriate by FSS or therapist to ensure all parents/caregivers are able to receive the service.
2. Provider shall provide family team meetings as needed on a monthly basis.
3. Provider shall provide child parent psychotherapy to parents/caregivers with children under the age of six (6) to repair any broken bonds and relationships due to trauma, neglect, abuse, and abandonment. The duration shall be 60-minute sessions per week for 12 months.
4. Provider shall provide Crowell assessments to parents/caregivers who have children under the age of six (6). The duration shall be 60-minute sessions per week for 3 sessions.
5. Provider shall provide parenting support services to expecting parents/caregivers and parents/caregivers of children under the age of six (6). The duration shall be 8-10 sessions, 60 minutes each session, and 1 session per week.
6. Provider shall provide parenting therapy to any parent/caregiver with children under the age of six (6) who struggles with their own mental health issues and these impact the child's safety and security. The duration shall vary by need.
7. Provider shall provide co-parenting therapy; the duration shall vary by need.
8. Provider shall provide testimony regarding client(s) as requested.
9. Provider shall provide transportation as needed to ensure engagement of services.
10. Provider shall complete the following assessments for each client: An in-depth biopsychosocial, Adverse Childhood Experiences (ACE), Traumatic Events Screening Inventory (TESI), Life stressors checklist, Angels in the nursery and ghosts in the nursery, Functional Assessment Rating Scale (FARS), Children's Functional Assessment Rating Scale (CFARS), Crowell Assessment, Working Model of the Child Interview (WMCi). If

assessments are determined to be unnecessary by the therapist, the therapeutic/clinical reason shall be documented in the Progress in Treatment Assessment (PITA) additional feedback section.

11. Provider shall ensure the services can be provided at any of the following locations: in home, in community, in jail, if child is able to visit incarcerated parent, in office, and make-up classes.
12. Provider shall complete and submit the following reports to the referring case management organization (CMO) and the ECC team:
 - a. Progress In Treatment Assessment (PITA) by the 5th of each month. This report shall contain the following information: degree of responsibility the parent assumes for state of child/children; sustained awareness demonstrated by the parent of the need to change his/her own behavior; evidence the parent can put child/children needs ahead of their own needs; evidence the parent does not blame child/children for his/her maltreatment; evidence the parent recognizes need to address personal, marital, relationship problems to improve parenting; recognition by parent of need to address substance abuse issues to improve parenting; recognition by parent of need to address psychiatric disorder in order to improve parenting; willingness/capacity to cooperate with involved professionals in process of treatment; potential for change, flexibility, and willingness to try different approaches within a time frame appropriate to child/children; makes use of available community resources needed to assist family; and additional feedback
 - b. Tracker by the 5th of each month. This report shall contain the following information: names of parent/caregiver and child; ACE scores for parent/caregiver and child; number of therapeutic interventions provided and to whom; number of therapy sessions provided (if 0, why?); number of Circle of Security sessions provided (if 0, why?); number and types of assessments completed; date of court appearance; date of family team meeting; number of no shows

10.5. Early Education:

1. A child from birth to the age of school entry, who is under court-ordered protective supervision or in out-of-home care and is enrolled in an early education or childcare program must attend the program five (5) days per week unless the court grants an exception due to the court determining it is in the best interest of a child from birth to the age of school entry:
 - a. With a stay-at-home caregiver to remain in the home;
 - b. With a caregiver who works less than full-time to attend an early education or childcare program fewer than 5 days a week.
 - i. Under the Rilya Wilson Act 39.604 the court may grant an exception to the five (5) day a week program attendance if it determines it is in the child's best interest, child is birth to the age of school entry and is with a stay-at-home caregiver to remain in the home or with a caregiver who works less than full time to attend an early education or childcare program fewer than five days a week
2. If a child is enrolled in an early education or childcare program, the child's attendance in the program must be a required task in the safety plan or the case plan.
3. All children in licensed out-of-home care who are enrolled in an early education or childcare program must be enrolled according to the following hierarchy. Selected Providers must be participating in the school readiness program through Early Learning Coalition – Duval per 65C-13.030(2) (d), as amended from time to time.
 - a. Gold Seal Accredited childcare provider or childcare provider participating in a quality rating system;
 - b. Licensed childcare provider;
 - c. Public school provider;

- d. Licensed exempt childcare provider, including religious exempt, registered, and non-public school.
4. CWCM is required, within first thirty (30) days of childcare enrollment, to visit early education or childcare program to introduce self to childcare staff using the Service Counselor Introduction letter, hereby incorporated by reference.
5. A child enrolled in an early education or childcare program may not be withdrawn without prior written approval of FSS. CWCM must complete the FSS Early Education/Child Care Withdraw Request Form, hereby incorporated by reference, in accordance with the Rilya Wilson Act, Florida Statutes 39.604, as amended from time to time.
6. If a child is absent from the early education or childcare program, the childcare provider is required to notify FSS of any unexcused absences and seven (7) consecutive excused absences, utilizing the “Reporting Child Absences” form and emailing to Rilya.Wilson@fssnf.org. FSS will notify the Provider for follow up with child. A home visit by the CWCM is required after two (2) consecutive unexcused absences or after seven (7) consecutive excused absences. During the home visit, the CWCM shall notify the Parent or Caregiver that failing to ensure the child attends the early education or childcare program is a violation of the safety plan or the case plan. If more than two (2) home visits are conducted, the CWCM must notify the Court of the parent or caregiver’s noncompliance with the case plan.
7. A child must be allowed to remain in the early education or childcare setting that he or she attended before entry into out-of-home care, unless the program is not in the best interest of the child. If it is not in the best interest of the child to remain in the early education or childcare setting, the CWCM must work with the caregiver, guardian ad litem, childcare, /educational staff to determine the best setting for the child and complete the Early Education Staffing form incorporated by reference.
8. In the absence of an emergency, if a child from birth to school age leaves an early education or childcare program, the CWCM must ensure the gradual transition from one setting to another. The transition plan involves the cooperation and sharing of information among all persons involved, that respects the child’s developmental stage and associated psychological needs, and that allows for a gradual transition from one setting to another.
9. If a child is enrolled in an early education or childcare program, the CWCM must enter the name of the childcare facility in FSFN – Education Tab “School” field.
10. If a child is not enrolled in an early education or childcare program, the CWCM must enter the reason the child is not enrolled in FSFN – Education Tab, “School” field, using the following reasons, only:
 - a. Affordability – cost of childcare is not affordable to the caregiver
 - b. Home Care – child is cared for in the home by caregiver
 - c. Healthcare Needs – child has special healthcare needs preventing enrollment
 - d. Transportation – Lack of transportation prevents enrollment
 - e. Informal Care – child cared for in alternate non-center-based care, i.e., with relative
 - f. Newborn – Child is too young for childcare (under 6 weeks of age).
11. To the extent available and accessible the education information and records of the child must be attached to the case plan and updated throughout the judicial process:
 - a. If the child is under the age of school entry, any records from a childcare program, early education program or preschool program.
12. Documentation of compliance or noncompliance with the attendance requirements under Rilya Wilson Act, Florida Statutes 39.604, as amended from time to time, if the child is enrolled in a childcare program, early education program or preschool program.
13. When a child(ren) change an early education or child care program, the CWCM shall upload completed Early Education staffing form to FSFN with signatures of all staffing participants and send to the FSS Education Liaison.
14. If a home visit is conducted due to Rilya Wilson notification of absence, the home visit shall be documented by CWCM within two (2) business days. CWCM shall also document notification to CLS Attorney if applicable, in the FSFN chronological note section.

10.6. Family Assessment Support Team (FAST):

1. Family Assessment Support Team (FAST) In-Home Services is a non-judicial program when a family has consented to accept intensive supervision and services aimed at stabilizing the family. The purpose of FAST In-Home Services is to ensure the protection of unsafe children that are at risk of abuse or neglect. The program aims to provide services 6-12 months, depending on the service needs of the family. FAST CWCM are bachelor level certified child welfare staff trained in wrap around case management, evidenced based parenting, family team conferencing, and program assessment tools.
2. FAST Mental Health Therapists shall refer out to qualified mental health providers when therapeutic needs of children and families are above current qualifications of assigned FAST Mental Health Therapist.
3. Provider shall follow the FAST Policies and Procedures.

10.7. High Risk Newborn (HRN):

1. Therapeutic services must be of a type and mix most likely to achieve the goal for the family. Goals and objectives shall be updated and modified as needed by adding new services or providing services in a different way.
2. Provider shall not allow cases to remain open for longer than six (6) months unless otherwise approved by FSS. Provider shall maintain caseloads of ten to twelve (10-12) cases, with a case being defined as one (1) caregiver with at least one (1) child between the ages of zero and five (0-5) per worker.
3. Provider shall make at least three (3) attempts to reach clients by telephone if they have a working number. In the event the family does not have a phone, staff must attempt a home visit prior to sending a letter. Provider shall attempt to make one home visit with forty-eight (48) hour letter left at the family residence. Provider shall ensure a risk assessment completed within seven (7) calendar days of the first home visit. Provider shall conduct the PIR-GAS assessment on the second (2nd) home visit and ensure each client has a closing PIR-GAS completed at the end of the case closure. Provider shall ensure each child is seen every thirty (30) days.
4. Provider shall conduct face-to-face assessments within five (5) days to determine the needs of children and caregiver. Provider shall ensure all children and caregiver requiring additional supportive services receive them on a timely basis. Provider shall establish an individual treatment plan for each child and family member served as necessary. Provider shall utilize home visitation as an opportunity for the high risk newborn therapists to educate and support the primary caregivers in learning and understanding their role as caregivers to encourage bonding and attachment. Therapists shall provide in-home counseling on topics to include but not limited to: Interacting with the infant, appropriate nurturing and support, and meeting the child's social and emotional needs to reduce risk of abuse or neglect. Provider must provide in home therapy based on the needs of the family including but not limited to dyadic therapy, family therapy, individual therapy, and play therapy. Provider shall provide additional services to the family when necessary.
5. Provider shall ensure the family plan reflects the original referral needs. If the family plan did not reflect the original needs, the Provider shall ensure there is documentation in the "needs from referral form" section of the plan to justify the change. Provider shall ensure the HRN staff provides services as appropriate for achieving the family plan goals and document in case notes what services are being provided, the condition of the home, the condition of each child. If the family needs financial assistance to achieve their family plan goals, Provider shall ensure a copy of the financial assistance request is in the case file.
6. Provider shall ensure the supervisory review is completed in the file every 30 calendar days and notes are detailed and completed before or at case closure. Provider shall ensure a closed case summary is completed within five (5) days of closure. Included in the summary shall be what tasks the worker has assisted the family with and other service

needs required for follow-up. Provider shall ensure all notes are entered into FSFN within forty-eight (48) hours of the event.

7. Provider shall ensure each client signs a HIPAA form, a client's rights and responsibilities form.
8. Provider shall follow the established the DCF (CFOP) and FSS (FSSOP) policies and procedures, including but not limited to, plan of safe care and participating in all training required by FSS.
9. Provider shall submit a monthly tracker to FSS. The trends of the monthly tracker shall be reviewed quarterly by FSS and Provider. 85% of children shall be diverted from removal. 95% of caregiver shall be contacted within five (5) Business Days of referral. 80% of clients who have completed a customer satisfaction survey shall be satisfied or very satisfied. 95% of children with HRN listed as primary assignment shall be protected from abuse and neglect while receiving services with no verified maltreatment.
10. Provider must establish a plan for community engagement activities to develop a network of formal and informal supports. Provider must integrate Medicaid services, including behavioral health support, for children and their caregivers. Provider must furnish supportive services to assist caregivers in improving family well-being.

10.8. Pre-Independent Living Services:

1. It is the expectation of FSS that youth ages thirteen (13) to seventeen (17), eligible for services upon their 18th birthday under Florida Statute 409.1451, shall have a quality of life appropriate for their age and receive the appropriate supports, services and trainings based on their individual needs in order to prepare them to assume personal responsibility for becoming self-sufficient adults. Provider shall meet the requirements of relevant Florida Statutes; including but not limited to Chapters 1009 and 39 and Sections 409.1451, 743.045, and 322.09, as well as, relevant Florida Administrative Code; including but not limited to Chapter 65C-28.009 and the National Youth in Transition Database (NYTD) requirements.
2. Youth in Out-of-Home Care age thirteen (13) and over at minimum shall receive the following independent living services in order to prepare them for adulthood: independent living needs assessment, academic support, post-secondary educational support, career preparation, employment programs or vocation training, budget and financial management, housing education and home management training, health education and risk prevention, family support and healthy relationship education, and mentoring.
3. Independent living needs assessments must be completed to determine the youth's strengths and opportunities in relation to life skills competencies. These assessments must be documented in and uploaded to FSFN per CFOP 170-17 Chapter 1.
 - a. Informal assessments shall be conducted monthly during routine home visits to evaluate progress of the skills developed based on the youth's participation in age-appropriate life activities as defined in sections 39.4091 and 409.145, F.S. Informal assessments shall be documented on the "Life Skills Progress Documentation Log," CF-FSP 5444, incorporated by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-10803>.
 - b. Formal assessments via the Daniel Life Skills assessment software must be administered at a minimum when a youth turns 16 years of age and annually thereafter. The formal assessment is designed to take inventory of the youth's strengths and needs regarding independent living skills. The child welfare professional may utilize the youth's case records or other life skill assessment tools to conduct the assessment. The assessment software will generate a life skills plan to guide the Caregiver and CWCM to the areas of focus for the youth.
 - c. Identified deficiencies in the youth's life skills shall be included in their case plan and when applicable, the transition plan. Family Functioning Assessments and/or Progress Update reports should also include a summary of relevant information about the child's independent living skills in the child functioning domain.

4. Starting at age 14 and annually thereafter, FSS will obtain credit reports for children in out of home care through Transunion, Equifax, and Experian. FSS will upload these documents to FSFN and provide a copy to the CWCM. The CWCM is responsible for providing the youth with a copy of the credit report, interpreting the results and assisting the youth in resolving any inaccuracies when applicable.
5. Youth ages 15 and over, who are of appropriate developmental maturity, shall be provided an opportunity to obtain a driver's license or learner's permit and report those efforts to the court.
6. It is the expectation of FSS that youth ages 16 and 17 receive transition planning assistance in order to contribute to the youth's successful transition to adulthood. Provider shall meet the requirements of all relevant Florida Statutes, all relevant Administrative Code and CFOP, including but not limited to CFOP 170-17 Chapter 2.
7. The CWCM must assist in ensuring that diligent efforts are made by relevant child welfare professionals to obtain a plenary guardian or legal guardianship for Transitioning Youth who are receiving services from APD, are on the APD waiting list, or any youth as specified in s. 39.701(3)(b)1, F.S. A guardian must be identified to assist with informed decisions made on the youth's behalf when the youth reaches 18 years of age.
8. Provider shall ensure compliance with Exhibit A.

10.9. Quality Management and Psychotropic Medication:

1. Provider shall ensure cases selected for CQI/PIP and Life of Case (LOC) review by FSS meet eligibility criteria, participate in case review consultations conducted by both FSS and CWCM Supervisors for CQI/PIP and LOC reviews; and review monthly and quarterly results from CQI/PIP and LOC reviews for strengths and areas needing improvement for case management organization (CMO) quality improvement planning.
2. Provider shall conduct quarterly internal reviews of their cases using LOC tool. Up to two (2) LOC reviews per quarter to be reviewed 7 days after CTS; 30 days after initial review; and every 90 days until successful case closure. Provider shall complete the review tool and submit the results to FSS. Provider shall conduct conference calls to debrief with the CWCM, CWCM Supervisor, and FSS.
3. Provider shall provide each month to the FSS QM Oversight Coordinator a completed spreadsheet of each child prescribed psychotropic medication in out of home care ensuring the following information is appropriately documented in FSFN: appropriately filled out Medical Report 5339 Form; UF med consult occurs on every child prescribed two or more psychotropic medications; form of consent documented: parental or court order; medication tab is correctly addressed.
4. Provider shall provide each month to the FSS QM Oversight Coordinator a completed spreadsheet of each separated sibling set in out of home care ensuring the following information is appropriately documented in FSFN: visitation schedule, missed and completed visits, explanation/justification for missed visits; and attempts to locate relative/non-relative for sibling reunification and/or explanation/justification for continued separation as in children's best interest.
5. Provider shall review the report of cases at 9 and 20 months with a goal of reunification and work with the CWCM to develop a plan to achieve permanency timely.
6. Provider shall coordinate with FSS Permanency/MDT Team to finalize the permanency staffing schedule. Provider shall ensure updated progress updates for each case selected for permanency staffings are submitted seven (7) calendar days prior to the staffing date. Provider shall co-lead monthly permanency staffings with the FSS Permanency/MDT Team and shall complete detailed permanency notes and follow up action items in FSFN meeting tab. Provider shall coordinate with CWCM and CWCM Supervisors to ensure follow up action items for each permanency staffing and provide updates to the FSS Permanency/MDT Team.

10.10. Revenue Maximization:

1. Provider shall ensure that appropriate documentation is submitted to the FSS Revenue Maximization Department upon initial placement in out-of-home care. Documentation shall be submitted within 48 hours from date of current removal/placement. In addition, all federally required information must be submitted to Revenue Maximization Department in accordance with FSS requirements.
2. As required for Client Trust accounts by the FSS Revenue Maximization Department, Provider shall be responsible for using withdrawal requisition forms to document withdrawals from clients' accounts. Ensure all clients with a Client Trust account receive their monthly allowance by the last day of the month. Inform the FSS Revenue Maximization Department Client Trust Accountant with the Judicial Review (JR) dates no less than thirty (30) days prior to the court hearing. Submit the "Notarized Designation" form to the FSS Revenue Maximization Department Client Trust Accountant within five (5) business days of assignment. Documentation shall be no less than that which would be necessary to process a payment through the State of Florida Chief Financial Officer's Office. The forms shall contain the client's name and identification number, amount of withdrawal, reason for withdrawal, date of request, and electronic signature of authorized personnel requesting the withdrawal. Clients aged fifteen (15) and older are required to sign the "Authorization for Withdraw of Funds" form. The exception to this is when clients are not physically able to sign, and it's notated in the client record and on the form. An electronic signature is a paperless method used to authorize or approve documents which indicates that a person adopts or agrees to the meaning or content of the document E-Sign signature is an acceptable substitute for a wet signature on Client Trust documents or correspondence. E-Sign signature acceptance requires specific action on both the part of the employee signing the document or correspondence (hereafter the signer), and the employee receiving/reading the document or correspondence. All signers must sign document(s) using a digital medium that clearly indicates the signer's intent to affix their signature to the document. In the event the signer cannot access a secure signing tool, the signer should print their first and last name followed by "E-Signed". All signers must include their title and the date. E-Signed documents shall be emailed to Master.Trust@fssnf.org. The original email contain the E-Sign document(s) shall be maintained in the client's electronic filing system. Upon receipt of the check, the CWCM or designee shall sign the Check Request Acknowledgement Form indicating the agency has ten (10) business days from the date of the check to return the receipts and unused funds. Original receipts for purchases of equipment must contain the manufacturer's serial number for accountability. Equipment purchases include such items as TVs, DVD players, smartphones, PCs, gaming systems, etc. If the Provider does not comply with the ten (10) business day requirement, an email shall be sent to the CWCM and CWCM supervisor advising the deadline has not been met and the deadline has been extended by five (5) days. Failure to submit within the timeframe may result in a suspension of the issuance of future checks until all requirements have been satisfied. When a child has a placement change, the CWCM shall be responsible for ensuring all items purchased using Client Trust funds are moved with the child. An updated copy of the child's Personal Inventory Form shall be uploaded into the FSFN file cabinet to document all belongings were transferred with the client.
3. Provider shall submit information from the Child in Care Title IV-E and Medicaid Application, Change Form 2694 to FSS Revenue Maximization Department within 48 hours whenever placement is changed from relative or non-relative care into Foster Care or vice versa.
4. Provider shall either upload a completed Household Income Review Form (HIR) for the yearly TANF redetermination, or whenever placement is changed from licensed Foster Care to relative or non-relative placement. Per CFOP 170-15 the eligibility information is retained in the child's FSFN case file for future reference such as an audit, monitoring, or other needs.

5. Children in non-IV-E out-of-home care shall have a Temporary Assistance for Needy Families (TANF) application completed and approved within five (5) days of placement.
6. Provider shall apply for and submit to FSS Revenue Maximization Department the Social Security Card for clients within 90 days of the case transfer staffing.
7. Provider shall inform FSS of non-IV-E eligible clients with pending out-of-state placements. Timely communication of such shall allow for application and activation of appropriate insurance, whether it is Medicaid in the state in which the client will reside, adding the client to the caregiver's insurance, or purchasing private insurance for the client.

10.11. Strengthening Ties and Empowering Parents (STEPS):

1. STEPS is a prevention program that empowers families to strengthen their family and prevent child abuse and neglect that often comes from stressors, including childhood trauma, poverty, and a lack of positive social connections. STEPS serves safe children and families referred by DCF and may also serve community referrals when capacity exists.
2. Provider shall ensure completion of FRIENDS pre and post survey to assess protective factors present in the family before and after services are provided.
3. Services proposed must be of a type and mix most likely to achieve the goal for the family. The services must also be of a type and mix likely to be effective in meeting the needs to which the plan is designed to respond. The caseworker shall carefully monitor implementation of the Family Plan and the progress being made toward the goals and objectives of the plan. The goals and objectives of the Family Plan shall be updated and modified every thirty (30) days by adding new services or providing services in a different way. Families shall be treated as partners in the planning and delivery of services. Families shall receive services in the home.
4. Provider shall establish a Family Plan for each child and family served.
5. Provider must establish a plan for community engagement activities to develop a network of formal and informal supports.
6. Provider shall provide Family Preservation Services when investigative findings do not warrant removal of a child and a safety assessment indicates imminent risk of removal if services fail. Family Preservation Services shall require the opening of case management services in the family support services module in FSFN for tracking and services documentation. Tracking includes progress and prompt development of a plan of action when families fail to complete or fail to make progress in fulfilling the goals of their services plan; visitation of sufficient frequency to assess ongoing safety of the children and support the family; and coordination with and tracking of behavioral health services provided as a component of the overall services plan.
7. If the parent is noncompliant or unsuccessful with services, the provider will notify Department if the case was a Department referral. When necessary, a staffing may be held between the provider and Department. FSS may be invited to such staffings if necessary. All non-compliant issues will be documented in the closing note in FSFN. In the situation where a parent is non-compliant and the case is not a Department referred case, the provider will assess and close the case as appropriate.
8. Enter all events into the Family Support Services Module in FSFN within forty-eight (48) hours of event taking place. Enter 100% of client demographic information into the Family Support Module in FSFN upon receiving case information.
9. It is mandatory that all workers provide in-home services to STEPS families. Group sessions may be utilized if family is willing and has reliable transportation, but may not be substituted for in-home services.
10. Provider shall ensure staff hired to provide services for this program meet the following minimum education requirement: Bachelor's Degree in Sociology, Social Work, Psychology, or Human Services from an accredited college or university is required.
11. Provider shall maintain a score of 80% or higher on the STEPS Oversight Quarterly Audit Tool.

12. Provider shall ensure compliance with STEPS Policy and Procedures.

10.12. Trauma Engagement and Assessment Mobilization (TEAM) Unit:

1. The goal of the TEAM Unit shall be reduce/mitigate trauma symptoms for children in the child welfare system after removal while offering caregiver support, ensuring parent engagement, and increasing placement stability.
2. The TEAM Unit shall make contact with the caregiver within 24 hours of the shelter notification. Within 48 hours of shelter notification, a member of the TEAM Unit shall conduct a home visit with the child and caregiver. During the initial home visit, the TEAM Unit shall: address the child's transition; provide reassurance; discuss expectations for caregiver engagement with the parent; address child's trauma history, trauma triggers, offer comfort; provide connections for the child; explain opportunities for co-parenting between parent and caregiver; discuss expectations regarding supervising visitations between child and family. The TEAM Unit shall conduct some or all of the following assessments: in depth- biopsychosocial assessment; Harborview, PHQ-9 – depression scale; NTCNS: National Child Traumatic Stress Network checklist; child self-report; caregiver trauma screening tool; IMH checklist; ACE: Adverse Childhood Experience Scale; developmental assessment (formal or informal) and referral to Early Steps or Child Find if appropriate; GAD-7 – anxiety.
3. The TEAM Unit shall provide the following intervention deemed most appropriate for four- to seventeen-year-olds:
 - a. TFEBT: Trauma- Focused Cognitive Behavioral Therapy
 - b. CBT: Cognitive Behavioral Therapy
4. The TEAM Unit shall provide the following intervention deemed most appropriate for zero- to six-year-olds:
 - a. CPP: Child Parent Psychotherapy
 - b. IMH: Infant Mental Health
 - c. Play Therapy
5. The TEAM Unit shall conduct interviews, provide program overview, and determine the willingness of caregiver to participate in therapeutic services with the child. As the TEAM Unit works with the child and caregiver, TEAM shall provide information/education to the caregiver about the child(ren)'s needs and ensure caregiver understands methods/practices for comforting the child if in distress.
6. Within 30 days of removal, the TEAM Unit shall use motivational interviewing to assess and address the parent's motivation and willingness to change, provide an overview of the trauma intervention that TEAM identified as best suited for the child, and determine appropriateness of including the biological parent in treatment with the child. Any other services for the parent that the TEAM Unit deems appropriate shall be communicated to the assigned CWCM. Provider shall make at least three (3) attempts to engage.
7. The TEAM Unit shall facilitate a Multi-Disciplinary Team ("MDT") meeting within 14 days of removal notification. The TEAM Unit shall facilitate ongoing MDTs as needed. Provider shall hold designated psychiatric appointments for children coming through the TEAM Unit that need to be assessed for psychotropic medications. All children shall receive a minimum of 4-6 TEAM Unit sessions with their caregiver to address needs and to strengthen stability of the placement. At the end of these sessions, the TEAM Unit shall make a recommendation whether the child(ren) need ongoing services. If the child is ages 0-3, the focus of the therapeutic intervention shall be Infant Mental Health and caregiver support. The TEAM Unit shall assess the parent-child relationship through the Caregiver Child Relationship Scale.
8. Provider shall ensure all identifying data from performance measures report is reflected on monthly log and is submitted by the 5th of the month to Project Coordinator. Provider shall provide recommendation about child's appropriateness for court attendance. When requested, Provider shall make a recommendation about frequency and nature of parent-child contact. Provider shall meet regularly with FSS Project Coordinator to discuss case

status and address any process issues. (schedule to be determined as program progresses). Representative from Provider shall attend OVC partner meeting (monthly), when able, and make every effort to participate in applicable OVC webinars. Provider shall attend monthly and quarterly grant meetings, and required trainings. Provider shall provide full disclosure of program implementation and client treatment (including: case file audits, field observation, surveys, etc.). Provider shall provide documentation of service provision, program procedures, and enhancements. Provider shall encourage and achieve caregiver and parent participation in program and activities. Provider shall provide program education to respective case management agencies and other members of the child welfare system.

10.13. Visitation:

Provider shall enhance the quality of visits between the parent and child through the use of a skilled facilitator that will ensure that the conversation and interactions are both positive and productive. Provider shall provide feedback to the CWCM and judges through thorough, detailed documentation of family interactions by the facilitator. Provider shall provide an opportunity to evaluate the value of quality visitation in relation to reunification efforts as the process, when offered in-house, is a part of a seamless system of care. Provider shall ensure efforts are made for the CWCM to have adequate time for quality home visits and preparation of mandated documentation, and that any time spent transporting to and from visits or supervising visits is needed for CWCM to assess family dynamics firsthand. Provider shall ensure 100% availability for evening and weekend hours of operations for parents, children, and foster parents.

10.14. Performance Measures:

1. Standard Measures

Ref#	Category	Measure Description	Standard	Frequency of Measurement
1.	Safety	Percent of children with no verified maltreatment within six (6) months of termination of supervision.	95%	The month ending nine months prior to the report month (e.g., January 1, 2023, to January 31, 2023, for the report month ending September 30, 2023).
2.	Safety	Children with no recurrence of verified maltreatment within 12 months of a prior verified maltreatment.	90.9%	The month ending 15 months prior to the end of the report month (e.g., March 1, 2023 – March 31, 2023, for the month ending June 30, 2024).
3.	Permanency	Children achieving permanency within 12 months of entering care.	41%	The month beginning 12 months prior to the end of the report month (e.g., June 1 through June 30, 2023, for the report month ending June 30, 2024).
4.	Permanency	Children achieving permanency within 12 months for children in out-of-home care between 12 and 23 months.	44%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2023, for the report month ending June 30, 2024).
5.	Permanency	Children achieving permanency within 12 months for children in out-of-home care for 24 months or more.	30%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2023, for the report month ending June 30, 2024).

Ref#	Category	Measure Description	Standard	Frequency of Measurement
6.	Permanency	Children who do not re-enter foster care within 12 months of moving to a permanent home.	91.7%	The 12-month period ending 24 months prior to the end of the report quarter (e.g., October 1 to September 30 for the 12-month period ending September 30).
7.	Safety	Percent of children not abused or neglected while in out-of-home care.	98%	The month ending three months prior to the end of the report month (e.g., June 1, 2023, to Jun 30, 2023, for the report month ending September 30, 2023).
8.	Safety	Percent of children not abused or neglected while receiving in-home services.	96%	The month ending three months prior to the end of the report month (e.g., June 1, 2023, to June 30, 2023, for the report month ending September 30, 2023).
9.	Well-Being	Percentage of children under supervision who are seen every 30 days.	99.5%	The month ending as of the end of the report month (e.g., June 1, 2023 – June 30, 2023, for the month ending June 30, 2023).
10.	Well-Being	Percent of cases with caseworker visits with parents monthly.	80%	The month ending as of the end of the report month.
11.	Permanency	Children's placement moves per 1,000 days in foster care.	4 or less	The twelve (12) month period ending as of the end of report month (e.g., April 1, 2023, to March 31, 2024, for the report month March 2024).
12.	Permanency	Percent of children placed with relatives or nonrelatives.	65%	The last day of the report month.
13.	Permanency	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report month.
14.	Permanency	Number of children with finalized adoptions between July 1 and June 30.	To be determined each Fiscal Year by FSS goal	Monthly: Performance through the end of the month prior to the report month. Fiscal Year to Date: Same as monthly.
15.	Safety	Cases with concerted efforts to provide services to prevent entry/re-entry into out-of-home care.	95%	The month ending as of the end of the report month.
16.	Well-Being	Cases with quality caseworker visits with child every 30 days.	95%	The month ending as of the end of the report month.

Ref#	Category	Measure Description	Standard	Frequency of Measurement
17.	Well-Being	Cases for which concerted efforts were made to assess and provide services to meet the needs of children, parents, and foster parents.	95%	The month ending as of the end of the report month.
18.	Well-Being	Cases with concerted efforts to involve children and parents in case planning.	95%	The month ending as of the end of the report month.
19.	Well-Being	Cases with quality caseworker visits with parents every 30 days to ensure safety, permanency, well-being, and support achievement of case goals.	95%	The month ending as of the end of the report month.
20.	Well-Being	Cases with concerted efforts to meet the educational needs of the child.	95%	The month ending as of the end of the report month.
21.	Well-Being	Cases with concerted efforts to meet the mental/behavioral health needs of the child.	95%	The month ending as of the end of the report month.
22.	Well-Being	Cases with concerted efforts to meet the physical health needs of the child.	95%	The month ending as of the end of the report month.
23.	Well-Being	Cases with concerted efforts to meet the dental health needs of the child.	95%	The month ending as of the end of the report month.
24.	Permanency	Cases with appropriate permanency goals established in a timely manner.	95%	The month ending as of the end of the report month.
25.	Permanency	Cases for which concerted efforts were made to ensure visitation between a child in out-of-home care with parents and siblings in out-of-home care.	95%	The month ending as of the end of the report month.
26.	Safety	Rate of abuse or neglect per day while in foster care.	8.50 or less	Rolling twelve (12) month period ending two (2) months prior to the end of the report month. Fiscal Year to Date: July 1 st of fiscal year through end of the month prior to the report month. (e.g., 8/1/2023 to 7/31/2024 for the September 2024 report).

Ref#	Category	Measure Description	Standard	Frequency of Measurement
27.	Well-Being	Percent of children in out-of-home care who have received medical services in the last twelve (12) months.	95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1 st of fiscal year through end of the month prior to the report month.
28.	Well-Being	Percent of children over the age of 3 in out-of-home care who received dental services within the last seven (7) months.	95%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1 st of fiscal year through end of the month prior to the report month.
29.	Well-Being	Percent of young adults in foster care at age 18 who have completed or are enrolled in secondary education.	80%	Quarterly: Rolling twelve (12) month period through the end of the month prior to the report month. Fiscal Year to Date: July 1 st of fiscal year through end of the month prior to the report month. (e.g., 10/1/2023 to 9/30/2024 for the September 2024 report).
30.	Well-Being	Percent of mother contacts will be once every 30 days for children in out-of-home care with a goal of reunification.	70%	Measured on rolling 12-month basis.
31.	Well-Being	Percent of father contacts will be once every 30 days for children in out-of-home care with a goal of reunification.	50%	Measured on rolling 12-month basis.

*These performance measures are subject to change by DCF and/or FSS.

**Performance Evaluation Methodology – The performance evaluation methodology for statewide measures is posted on the Department’s website and included in the Biography of Accountability Metrics: <https://www.myflfamilies.com/service-programs/child-welfare/dashboard/>

2. Provider shall also meet or exceed the performance measures outlined in the DCF Scorecard, hereby incorporated by reference, as changed from time to time.
3. Additional Performance Requirements:
 - a. 100% of all chronological notes, case management activities, and documentation shall be accurate and entered into FSFN within two (2) working days of the event. For purposes of this section, compliance shall mean that no AFCARS errors attributable to Provider are generated.
 - b. CWCM shall participate in the Safety Meeting in collaboration with DCF and attend the Case Transfer Staffing for all cases.
 - c. 100% of reportable incidents will be submitted as per the Department and FSS policy and procedures.

- d. Provider shall implement a plan for the early development and education of children and youth in out-of-home care. The plan will improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality childcare, compliance with the Rilya Wilson Act, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities. Provider shall comply with all required MDT staffings for school, daycare, and placement changes.
 - e. Provider shall ensure that any child on visitation status does not exceed thirty (30) days, unless prohibited by a delay in receiving a court order.
 - f. CWCM shall ensure at a minimum that face to face contact with biological parents is conducted at least every thirty (30) days. If address of parents is unknown, the CWCM shall submit the Affidavit of Diligent Search for the missing parent and file with CLS in a timely manner.
 - g. CWCM Supervisor shall conduct supervisory consults on all cases in their unit every ninety (90) days in conjunction with progress updates. Supervisory Consultations will be conducted and documented in FSFN for all case management stages: Introduction, Preparation, Exploration, Progress Evaluation, Approval of Safety Plans, Approval of Case Plans, Approval of FFA-O, At critical junctures in the case, Approval of case closure. Reference CFOP 170-9 Ch. 10
 - h. Provider will conduct all Child Welfare Case Manager Reviews of foster homes per 65C-13 and submit the required review within 5 days of the child's exit from the placement.
 - i. Provider will conduct all Child Welfare Case Manager Exit Interviews with every child age 5-18, when placement changes after a child has been in the placement for at least 30 days, per 65C-28 and submit the required exit interview to FSS within 5 days of the child's exit from the placement.
 - j. CWCM will create a Child Placement Agreement when children that need out of home care may pose a significant threat to the safety of other children or themselves; either a Care Precaution Plan or Behavior Management Plan. (Requirements of plans noted in CFOP 170-11 Ch. 4).
 - k. Provider shall comply with any Corrective Action Plan instructions issued by FSS.
 - l. Provider shall complete 100% of each assigned review each month per Section 10.9.
 - m. At least 95% of current medical reports shall be uploaded into FSFN.
 - n. At least 95% accuracy with utilizing UF med consults on every child prescribed 2 or more medications.
 - o. At least 95% accuracy with FSFN documentation of correct and up-to-date legal consent – parental or court order.
 - p. At least 85% accuracy that the medication tab in FSFN is up to date.
 - q. Provider shall submit 95% of all updated progress updates one week prior to the permanency staffing.
 - r. In 99% of cases, Provider shall initiate the permanency note in FSFN for each permanency staffing on the day of the staffing and shall complete the note within 48 hours of initiation.
 - s. Provider shall complete or articulate why there is a delay in completing 95% of all recommendations within two (2) weeks of the held permanency staffing.
4. Provider will partner with FSS Youth and Well-Being Department to ensure:
- a. 100% of eligible ** youth age seventeen (17) will have a transition from care plan signed and filed with the court within ninety (90) days immediately following the youth's seventeenth (17th) birthday. This transition from care plan shall be updated and filed with the court at least six (6) months prior to the youth's eighteenth (18th)

- birthday. The transition from care plan shall be updated and filed with the court again no later than ninety (90) days prior to the youth's eighteenth (18th) birthday.
- b. 100% of youth ages 13-17 will have a comprehensive case plan filed with the court, which meets the requirements of Florida Statute, Florida Administrative Code, and FSS Policies/Procedures.
 - c. Eligible**: With appropriate documentation, the following may be excluded from the eligible youth population for skills assessments. However, each youth previously excluded must be reviewed no less than every 90 days for redetermination of eligibility:
 - i. Youth on runaway
 - ii. Youth incarcerated in a juvenile justice/correctional facility where a skills assessment and plan is developed as part of the program. If a skills assessment and plan is not part of the services provided to the youth through the program, the Provider must ensure that a skills assessment and training plan/services are offered to the youth.

SECTION 11. REQUIREMENTS OF THE PROPOSAL:

The order of information provided in the response must correspond to the outline that follows and shall be labeled accordingly.

11.1. Organizational Capacity and Collaborative Relationships:

1. Describe the agency's mission, philosophy, and purpose and how it pertains to agency's services delivered under this contract as they relate to the FSS Network.
2. Describe the agency's experience with this population.
3. Describe the agency's ability to begin service delivery on July 01, 2023, and provisions for immediate service delivery to new clients, as well as for the continuity of care for existing clients. If not an incumbent agency, include proposed transition plan.
4. Describe the linkages that your agency has with community-based resources from other sectors (or within your agency) and what community collaboration and resources your agency will utilize to effectively meet the needs of the child welfare target population. Specifically describe how these linkages will increase natural supports for families served.
5. Describe the senior management staffing plan, indicating, if possible, names, competency, and credentials of staff and how these staff reflect the mission, vision, and stated values of FSS.
6. Describe what additional resources your agency will bring to supplement the FSS System of Care.

11.2. Program Design:

1. Provide a general overview of the service delivery structure. List and describe all service components to be provided as follows:
 - a. Describe how your agency will provide services including staff structure and ratios. Please also provide information on your agency's organizational framework that supports effective supervision of program staff.
 - b. Describe the model your agency will utilize to provide services.
 - c. Describe how your agency will ensure full implementation of the FSS System of Care and Strategic Plan initiatives.
 - d. Respondent will describe how they will address the following barriers:
 - i. Language
 - ii. Transportation
 - iii. Service delivery schedules
 - iv. Hours accessible to clients
 - e. Describe the model your agency will utilize to meet the Performance Measures detailed in Section 10 of this ITN.

- f. Describe how your program design will meet the Scope of Work/Service Description listed in the ITN Section 10.
 - g. Describe the plan for service tasks and if possible, names, competency, and credentials of staff who will be providing these services and supervision of these positions.
 - h. The Respondent shall describe how they will interface with other service providers and systems, both formal and informal, when the needs of children in the child welfare system transcend the direct authority of the CWCM. Other service providers may include, but are not limited to:
 - i. Florida Department of Children and Families
 - ii. Children's Legal Services
 - iii. Agency for Persons with Disabilities
 - iv. Department of Juvenile Justice
 - v. Children's Medical Services/Department of Health
 - vi. Developmental Disabilities Program
 - vii. Office of the State's Attorney
 - viii. Child Protection Team
 - ix. Guardian Ad Litem's Office
 - x. Court Systems
 - xi. Law Enforcement
 - xii. Public and Private School Systems
 - xiii. Behavioral Health Systems
 - xiv. Foster Families
 - xv. Residential Placement Providers
 - i. The Respondent's Quality Assurance plan will include a method for assessing need and adequately address safety issues and risk assessment.
 - j. The Respondent shall describe previous experience and knowledge using Florida Safe Families Network (FSFN).
 - k. The Respondent shall describe its ability or history with contract compliance (reporting, Outcomes, etc.).
2. Describe any innovative ideas, models, or suggestions, or additional programs/services offered that may benefit the System of Care.

11.3. Performance Outcomes and Quality of the Services to be Provided:

1. Describe the formal quality management mechanisms utilized at your agency and how those formal quality management mechanisms result in consistent high quality service provision. Please include information on who will be responsible for ensuring that the performance outcomes are met.
2. Explain how your agency will meet the expected performance measures and how you will capture and report on the outcome data as outlined in this ITN, Section 10.14, Performance Measures.

11.4. Cost of the Proposal:

1. The resulting contract(s) award payment methodology is a fixed-cost reimbursement contract. The Respondent shall be responsible for staff salaries, benefits, insurance, cell phones, travel, training, etc. Funding for contract award shall be based on Respondent's proposal and available funding. Additionally, awarded Provider shall be responsible for payment of ancillary service costs that includes but is not limited to: the costs of drug screens, paternity tests, vital statistics records, translation services, transportation of children and parents, and shipping costs.

2. Describe how the Respondent will provide fiscal management of program, fiscal reporting and oversight; and how Respondent will access funds (i.e., through cash reserves, line of credit, etc.) for operating costs in the event advances from FSS are unavailable.
3. Describe how the Respondent will leverage additional funds, in kind donations, grants, and community resources in addition to the funding provided through FSS and a plan for re-investment of any surplus funds in the local system. Respondent should include specific details regarding funds and resources. The community-based care model assumes local communities will provide additional services and funding above and beyond that provided by this contract.
4. Describe how the Respondent will bill Medicaid for services eligible under the Medicaid Program for Medicaid recipients. FSS shall be the payor of last resort.
5. The Respondent shall submit to FSS a detailed line-item budget and detailed staffing plan that describes allocation methodologies used by the provider to claim costs for this contract. This plan must also include the provider's indirect allocation and rate methodology and a description of costs allocated to indirect. The budget template to be used will be available on <https://www.fssjax.org/procurement/>
 - a. Provide the following information for each position identified on the budget:
 - i. Name.
 - ii. Title.
 - iii. Time Commitment in hours.
 - iv. Duties and responsibilities in relation to the program goals and objectives.
 - v. Salary.
 - b. Indicate how fringe benefits are calculated as a percentage (%) of salary dollars and include:
 - i. FICA.
 - ii. Medicare.
 - iii. Workers Compensation.
 - iv. Unemployment.
 - v. Retirement, etc.
 - vi. In addition, provide detail of how health insurance and other benefits are calculated.
 - c. Operating costs must be directly attributable to the program operations, reasonable and consistent with similar organizations. Questions pertaining to budget categories may be addressed during negotiation.
 - d. Indirect costs are costs that are normally incurred for common or joint objectives and therefore cannot readily be identified specifically with a particular program activity. Where costs can be identified as benefiting program objectives they should be charged as direct costs to the corresponding line item. Details of items included in indirect charges must be provided. Use of estimates is allowed if they are reconciled to actual charges once available. **Indirect costs must be kept at or below 10%.**

11.5. Attachments:

The Respondent will place any Exhibits, MOUs, letters of commitment, letters of recommendation, community support documentation, certifications and other pertinent information regarding the project proposal at the end of the proposal. Respondents should obtain a Letter of Good Standing from the dependency court in their jurisdiction if they are currently performing dependency case management services. Attachments should be clearly referred to or identified as a response to specific application requirements.

Required Attachments

1. Completed and Signed Provider Packet to include all requested information (see Attachment II)
2. Certificates of Insurance (see Attachment III)

3. Completed and Signed Certification Regarding Debarment (see Attachment IV)
4. Completed and Signed Certification Regarding Lobbying (see Attachment V)
5. Completed and Signed Certification Regarding E-Verify (see Attachment VI)
6. Completed and Signed Statement of Assurances (see Attachment VII)
7. Organizational Chart
8. Staffing Plan
9. Job Descriptions for key project staff
10. Budget Detail Sheet
11. Independent financial audit from within the past two years. Please included audited financial statements for the most recently ended fiscal period.

ATTACHMENT I – SCORING CRITERIA:

Name of Respondent/Organization _____

Name of Reviewer _____

SCORING REQUIREMENTS – To ensure the greatest degree of consistency possible, a scale of 0-3, whole numbers only, will be used for each area evaluated. The “total” will be the evaluator’s scores per section. The evaluator will score based on the sections responded to by the Respondent.

3 =	Respondent has demonstrated above average capability and approach to the criterion in the proposal.	Above Average Value
2 =	Respondent has demonstrated an average capability and good approach to the criterion in the proposal.	Average Value
1 =	Respondent has demonstrated little or no direct capability or has not adequately addressed the criterion in the proposal.	Below Average Value
0 =	Respondent has not responded to or has poorly responded to the criterion demonstrating a lack of understanding of the criterion addressed in the proposal.	No Value

SECTION I. Organizational Capacity & Collaborative Relationships:

	Criterion	Evaluator Score	Evaluator Comments
1.	Respondent describes their agency’s mission, philosophy, and purpose, and how it pertains to the service delivery under this ITN as related to FSS.		
2.	Respondent demonstrates experience with this type of service delivery and population.		
3.	Respondent describes their agency’s ability to begin service delivery on July 01, 2023, and provisions for immediate service delivery to new clients and existing clients.		
4.	Respondent describes linkages and collaboration with community-based resources to effectively meet the needs of the target population, specifically, how these linkages increase natural supports for families served.		
5.	Respondent demonstrates a competent and experienced senior management staff that reflects the mission, vision, and stated values of FSS.		
6.	Respondent demonstrates their agency’s ability to bring outside resources to supplement the FSS System of Care.		
Section I Total Score			

SECTION II. Program Design:

	Criterion	Evaluator Score	Evaluator Comments
1.	Respondent demonstrates a solid plan of how they will provide services including staff structure and ratios. Respondent demonstrates a solid organizational framework that supports effective supervision of staff.		
2.	Respondent's proposal demonstrates innovation and integration of services.		
3.	Respondent demonstrates ability for full implementation of the FSS System of Care and Strategic Plan initiatives in their proposal.		
4.	Respondent's model demonstrates ability to meet the Performance Measures detailed in Section 10 of this ITN		
5.	Respondent details a thorough plan and shows understanding of the scope of work and description of service delivery system that will meet the Scope of Work/Service Description listed in the ITN Section 10		
6.	Respondent demonstrates a solid plan for staff tasks and a competent and experienced staffing plan for support and supervision.		
Section II Total Score:			

SECTION III. Performance Outcomes & Quality of Services to be Provided:

	Criterion	Evaluator Score	Evaluator Comments
1.	Respondent demonstrates a formal quality management system to ensure consistent high quality service provisions. Respondent details who is responsible for ensuring that the performance outcomes are met.		
2.	Respondent demonstrates a thorough plan to ensure compliance with expected performance measures and demonstrates a solid plan on how to capture and report the data.		
Section III Total Score:			

SECTION IV. Cost Proposal:

Criterion	Evaluator Score	Evaluator Comments
1. <u>Financial Capability</u> – response demonstrates that the Respondent is a financially stable organization and will provide fiscal management of program, fiscal reporting and oversight.		
2. <u>Leveraged Funding</u> – response demonstrates that the Respondent will leverage/raise additional funds and community resources in addition to the funding provided through FSS and includes a plan for re-investment of any surplus funds in the local system. (Response should include specifics regarding funds and resources).		
3. <u>Medicaid Funding</u> – response demonstrates that the Respondent will bill Medicaid for services eligible under the Medicaid Program for Medicaid recipients.		
4. <u>Project Budget Detail</u> – response demonstrates that the Respondent’s indirect costs are reasonable, allowable, and accompanying narratives are clearly described, reasonable, allowable and realistic within the context of the services proposed.		
Section IV Total Score:		

EVALUATION	POINTS	SCORE
Section I. Organizational Capacity & Collaborative Relationships	18 Point Max	_____
Section II. Program Design	18 Point Max	_____
Section III. Performance Outcomes & Quality of Services to be Provided	6 Point Max	_____
Section IV. Cost Proposal	12 Point Max	_____

TOTAL POINTS FOR PROJECT

 / 54

By signing below, I attest that the mandatory requirements listed above reflect what was submitted in a sealed container and submitted before the stated deadline. I further attest that I have no known or perceived conflict of interest with this proposal.

Printed Name

Signature

Date

ATTACHMENT II – PROVIDER APPLICATION PACKET (MANDATORY):

Instructions:

Please complete the application in its entirety and submit the following documents along with any additional supporting documentation your company or agency feels would be beneficial in FSS's review. Incomplete applications will not be considered.

- Certification and Affidavit Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment IV)
- Certification Regarding Lobbying (Attachment V)
- Certification and Affidavit Regarding E-Verify (Attachment VI)
- Designation of Contracting Authority
- Designation of Invoicing Authority
- Financial Documentation as described in Section 11.4., including W-9
- IRS 501c3 letter
- Articles of Incorporation or Articles of Organization (if applicable)
- Copy of professional license and/or business license (also known as an occupational license or business tax receipt)
- Copies of Liability and Workman's Compensation Insurance showing coverage limits and effective dates (see Attachment III for requirements)
- Proof of Level 2 background screening (Local, FDLE & FBI) for persons with client contact and/or working with confidential information.
- Proposal
- Budget/Fee schedule

Provider Information:

Legal Name:	Mailing Address:
Phone Number:	Fax Number:
Email Address:	
Federal Tax Identification Number:	Medicaid Provider Number (if applicable):
DUNS #:	Currently Licensed: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, date of licensure application:

Program/Service Information (Attach Additional Sheets For Each Program.)

Locations(s):	
Service Description (Ex. Case Management, Prevention, etc.):	
License Information: Licensing Body License Type License Number Expiration Date	Accreditation Information (if applicable): Accrediting Body Accreditation Status Expiration Date Date of Most Recent Survey
Primary Contact Individual and Position:	Contact information for the primary contact: Office: Cell: Email:
Other Agencies That Have Contract Agreements With This Program/ Service:	
Please provide the names, addresses, and telephone numbers of three (3) individuals who can provide professional references as to the quality of work/services provided by your organization: 1. 2. 3.	
Has This Program Been the Subject of Disciplinary Action by any Regulatory Agency, Lead Agency, or Accrediting Agency Within the Last Five Years or the subject of current pending or legal actions in the last five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No Explanation Required if Yes	

Authorized Signature

I attest to the fact that the answers given by me are true and correct to the best of my knowledge and ability. I understand that any omission (including any misstatement) of material fact on this application or on any document can be grounds for rejection of this application or termination of any contract awards.

Name

Title

Signature

Date

ATTACHMENT III – FSS INSURANCE REQUIREMENTS (MANDATORY):

Policy Option 1 – Non-Exclusion Clause for Sexual Abuse and Molestation

- General Liability with minimum limits of:
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Damage
 - \$5,000 Medical Payments

- Professional Liability with minimum limits of:
 - \$3,000,000 Aggregate
 - \$1,000,000 Each Incident

WITH the following non-exclusion on the certificate:

“The professional liability does not contain an exclusion for sexual abuse and molestation”

- Auto Liability covering all Owned, Non-owned and Hired Vehicles with minimum limits of:
 - \$1,000,000 Combined Single Limit

- Workers’ Compensation (if provider has 4 or more employees) meeting the statutory requirements of the State in which work is to be performed, with minimum limits of:
 - \$100,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$100,000 Disease – Each Employee

Policy Option 2 – Separate Sexual Abuse and Molestation Policy

- General Liability with minimum limits of:
 - \$3,000,000 General Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Damage
 - \$5,000 Medical Payments

- Professional Liability with minimum limits of:
 - \$3,000,000 Aggregate
 - \$1,000,000 Each Incident

- Auto Liability covering all Owned, Non-owned and Hired Vehicles with minimum limits of:
 \$1,000,000 Combined Single Limit

- Workers' Compensation (if provider has 4 or more employees) meeting the statutory requirements of the State in which work is to be performed, with minimum limits of:
 \$100,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$100,000 Disease – Each Employee

- Sexual Abuse and Molestation policy with minimum limits of:
 \$1,000,000 Aggregate
 \$1,000,000 Each Incident

Regardless of which policy option you choose, certificates must have the following:

1. Signature from the insurance agency,
2. A certificate insurance date,
3. Name of the insured as per the signed Agreement and matches the current provider address,
4. Policy number from the insurance carrier (NOTE: binder 3" are good for only ninety (90) days, if only "binder" is noted, with no number this is unacceptable),
5. Both the effective date and the expiration date must be completed by the insurance carrier,
6. Insurance carrier must mark the occurrence" box for the coverage provided,
7. Cancellation notice for a least thirty (30) days must be noted by the insurance carrier as the "Certificate Holder" section, and
8. The description section must be complete with a reference to the additional insured and waiver of subrogation noted. If this section is completed regarding the appropriate endorsements, but the appropriate endorsements are not provided with the certificate, then a period of thirty (30) days from the date the certificate of insurance is received will be allowed.
9. All endorsements must be received within the thirty (30) day time period.
10. When the endorsements are received by the FSS Contracts and Compliance Department, if a different Form number is received than noted on the original certificate of insurance, then a new certificate of insurance must be obtained.

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Additional Insured Endorsement:

1. FSS and the Department must be listed as additional insured on the general, professional and sexual abuse liability policies and provide proof of same.
2. Family Support Services of North Florida, Inc. and the Florida Department of Children and Families need to be listed on two (2) separate certificates as two (2) separate certificate holders with the proper addresses for each provide a Certificate of Insurance and an Additional Insured Endorsement describing those specific insurance coverage selections.
3. The proper name and address to be listed for FSS as Certificate Holder is:

Family Support Services of North Florida, Inc.
1300 Riverplace Blvd., Suite 700
Jacksonville, FL 32207
4. The proper name and address to be listed for the DCF as Certificate Holder is:

Florida Department of Children and Families
5920 Arlington Expressway
Jacksonville, FL 32211
5. All endorsements must be listed under the description section of the Certificate of Insurance.
6. The Additional Insured Endorsement must have the proper wording.
7. The Additional Insured Endorsement shall state that this insurance shall be primary without right of contribution from any other insurance available to the “additional insured.”
8. A copy of the Additional Insured Endorsement is to be attached to the Certificate of Insurance.

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ATTACHMENT IV – CERTIFICATION AND AFFIDAVIT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (MANDATORY):

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

INSTRUCTIONS

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

CERTIFICATION

- (1) The Provider certifies, by signing this certification, the following:
 - a) The Provider is not barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
 - b) The Provider 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;

- c) The Provider 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 the department, the state or its subdivisions, or a federal entity providing funds to the department;
 - d) The Provider has not had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
 - e) The Provider has not failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.
- (2) Where the prospective Provider is unable to certify to any of the statements in this certification, such prospective Provider shall attach an explanation to this certification.

Signature

Date

Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of _____, a _____ corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign _____
 Print _____
 State of _____ at Large (Seal)
 My Commission Expires: _____

ATTACHMENT V – CERTIFICATION REGARDING LOBBYING (MANDATORY):

(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 or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 that 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.

Name of Certifying Official

Signature

Date

Title

Name of Organization

Address of Organization

**ATTACHMENT VI – CERTIFICATION AND AFFIDAVIT REGARDING E-VERIFY
(MANDATORY):**

Pursuant to [Section 448.095](#), Florida Statutes, beginning January 1, 2021, Independent Contractor/Subcontractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov>, to verify the work authorization status of all Independent Contractor/Subcontractor employees hired on and after January 1, 2021.

Independent Contractor/Subcontractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Independent Contractor/Subcontractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes. Independent Contractor/Subcontractor shall provide a copy of all subcontractor affidavits to FSS upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this Attachment III is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to FSS.

A true and correct copy of Independent Contractor/Subcontractor's proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below you hereby affirm that you will comply with the E-Verify requirements.

I hereby certify that Independent Contractor/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Signature

Date

Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign _____

Print _____

State of _____ at Large (Seal)

My Commission Expires: _____

ATTACHMENT VII – STATEMENT OF ASSURANCES (MANDATORY):

1. Acceptance of Contract Terms and Conditions:

I, _____, as an authorized representative of, _____, hereby agree that if awarded any contract as a result of the FSS Invitation to Negotiate number ITN-023-CMO, it will comply with the requirements, terms and conditions stated in the Invitation to Negotiate and in FSS’s Master Agreement. In recognition thereof the Respondent’s representative has read, understood, and agrees to comply with, and any deviation from, the terms and conditions set forth therein may result, at FSS’s exclusive determination, in rejection of the application.

Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

2. Statement of No Involvement:

I, _____, as an authorized representative of _____, certify that no member of this agency nor any person having interest in this agency has been awarded a contract by FSS on a non-competitive basis to:

1. Develop this Invitation to Negotiate (ITN).
2. Perform a feasibility study concerning the scope of work contained in this ITN.

Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

3. Proof of Signature Authority:

This Invitation to Negotiate (ITN) shall include proof of signature authority if someone signs the ITN 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; 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.

Name of President or Chairperson of the Board of Directors:
Title of Person to Whom Signature Authority is Delegated:
Name of Person to Whom Signature Authority is Delegated:

4. Conflict of Interest Statement (Non-Collusion):

I hereby certify, that all persons, companies, or parties interested in the Invitation to Negotiate (ITN) as principals are named therein, that the ITN is made without collusion with any other person, persons, company, or parties submitted in the Application; that it is in all respects made in good faith; and as the signer of the ITN, I have full authority to legally bind the Respondent to the provisions of this Application.

(Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

5. Certification of Drug – Free Workplace Program:

I hereby certify that my agency currently maintains a drug-free workplace environment in accordance with s. 287.087, F.S. and will continue to promote this policy through the implementation of that section.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

6. Certification of No Criminal Conduct:

I hereby certify that no persons or companies interested in the Invitation to Negotiate as principals are under investigation or indictment for criminal conduct, nor have they 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.

If there are persons or companies under investigation or indictment for criminal conduct, or have been convicted of any crime as described above, please provide an explanation below.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

7. Certification of Board of Directors Approval:

I hereby certify that my agency's Board of Directors has given its approval for my agency to enter into negotiations with FSS to provide Case Management Organization (CMO) services commencing July 1, 2023.

Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

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ATTACHMENT VIII – NOTICE OF INTENT TO SUBMIT A REPLY

Name of Provider	
Name of Authorized Official	
Title of Authorized Official	
Signature of Authorized Official	
Date	
Address	
City, State, Zip	
Telephone Number	
Facsimile Number	
E-mail Address	

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ATTACHMENT IX – FATAL CRITERIA CHECKLIST

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

Respondent Name: (Agency) _____ Printed Name _____ Date _____

Reviewed By: (FSS) _____ Printed Name _____ Date _____

Witnessed By: (FSS) _____ Printed Name _____ Date _____

- A. The Application was received by the date and time specified in the ITN. YES NO
- B. The Application includes a fully completed Provider Application Packet. YES NO
- C. The Application includes proof of insurance. YES NO
- D. Certification and Affidavit regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion YES NO
- E. Certification Regarding Lobbying YES NO
- F. Certification and Affidavit Regarding E-Verify YES NO
- G. Statement of Assurance
 - 1. Acceptance of Contract Terms and Conditions YES NO
 - 2. Statement of No Involvement YES NO
 - 3. Proof of Signature Authority YES NO
 - 4. Conflict of Interest Statement (Non-Collusion) YES NO
 - 5. Certification of Drug Free Workplace Program YES NO
 - 6. Certification of No Criminal Conduct YES NO
 - 7. Certification of Board of Directors Approval YES NO

N/A

If any responses are “no”, the Application is disqualified from further Evaluation.

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

ATTACHMENT X – 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. Provider shall be responsible for ensuring that all approved mobile devices will at all times have appropriate security measures implemented to protect all data residing in the mobile devices. Provider shall continue deployment and maintenance of mobile devices to support case management.

Provider shall have limited access to the Florida Abuse Hotline Information System (FAHIS). The provider agrees to collect, enter and ensure Data Integrity of all information input.

FSS has established a data system in a format compatible with current Department standards which are set out in Children and Families Operating Procedure 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards, and any new or revised standards which may be established by the Department or required to comply with the federal Health Insurance Portability and Accountability Act (HIPAA).

FSS operating systems and software used by Providers must comply with current Department information systems standards in accordance with Children and Families Operating Procedure 50-7, Policy on Enhanced Workstations and Statewide Office Automation Standards.

2. Security.

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.

3. Florida Safe Families Network.

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

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

CWCMs shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within FSFN.

Provider is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to FSFN for subsequent releases. This includes data entered before Provider assumed responsibility for services.

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

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

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 Provider without prior permission of the Contract Director.

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