

Contract Management



<b><u>Department Name</u></b> Contract Management		
<b><i>CHAPTER:</i></b>	<b>SUBJECT:</b> Contract Management	<b><u>POLICY NUMBER:</u></b> CON-001
<b><u>APPROVAL:</u></b>	<b><u>Effective Date:</u></b> August 31, 2006	<b><u>REPLACES:</u></b> N/A

- I. **Purpose:** This policy furnishes the procedures to ensure that the Children’s Network of Southwest Florida LLC (CNSWFL), through its contracting process is in compliance with applicable state and federal laws, rules, and regulations governing contracts for services.
- II. **Review History:** This is a new policy.
- III. **Contact:** Contract Management Supervisor
- IV. **Persons Affected:** Lead agency staff and contracted providers
- V. **Policy:** The Children’s Network of Southwest Florida utilizes a well-defined process to select and monitor contract providers. All contracted services shall support the CNSWFL mission of safety, permanence and well being for the families that it serves. It is the responsibility of the Children’s Network of Southwest Florida to ensure that the expenditure of these financial resources is in compliance with the Department of Children and Families’ contract for services.
- VI. **Rationale:** This policy clarifies the functions and roles of persons within the system and provides ongoing guidance and reference to assist in the daily functioning of the organization so that the CNSWFL can protect the funds it receives and disburses, derive the maximum return of services from those funds, and use the financial resources allocated by the Department of Children and Families and other resources to the fullest extent possible to provide mandated and needed services to the families it serves.
- VII. **Reference:** Services Contract between the CNSWFL and the Department of Children and Families FS 287.057, FS 409, F.S. 20.19, F.S. 402

## **VIII. Definitions:**

**ACCREDITATION**-Recognition issued by a national accrediting organization to behavioral healthcare and human services providers for their compliance with the established evaluation criteria for service quality. Commonly known accrediting organizations include the Rehabilitation Accreditation Commission (CARF), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), and the Council on Accreditation (COA).

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

- 1) Cost principles for state, local and federally recognized Indian tribal governments: OMB Circular A-87
- 2) Principles for determining costs applicable to grants, contracts, and other agreements with educational institutions: OMB Circular A-21
- 3) Cost principles for nonprofit organizations: OMB Circular A-122
- 4) Cost principles for commercial organizations other than hospitals: 48 CFR Part 31.

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

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

**AUDIT TRAIL** - A recorded flow of transactions from initiation to finalization with supporting documentation to justify each transaction.

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

**BUDGET** - A plan that outlines expected revenues and expenditures.

**CASE MANAGEMENT ORGANIZATION** - Contracted provider of the Children's Network of Southwest Florida which provides child welfare case management services.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** - See the definition of Debarment and Suspension, Certification Regarding.

**CERTIFICATION REGARDING LOBBYING** - Signed statement certifying that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**CLIENT SERVICES** - All contractual services with the exception of general services, legal services, administrative consulting, and information technology resource contracts.

**COMPLIANCE** - The fulfillment of the terms and conditions of the contract in accordance with The Children's Network of Southwest Florida's policies, rules and regulations.

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

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

**CONTRACT SUPERVISOR'S LOG** - A register used for tracking contracts through the contract review and approval process. The record may be on electronic media or hardcopy. The register must record, at a minimum, the following information: contract number, name of provider, if it is an amendment, the amendment number, date received, and date sent to appropriate office(s) for review and/or signature.

**CONTRACT CLAUSE** - A provision or condition which is part of the contract.

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

**CONTRACT DEFAULT** - The failure to perform or meet contract terms and conditions.

**CONTRACT DURATION** - The length of time for which a contract is legally binding on both parties. It is normally specified in the contract under "effective" and "ending" dates.

**CONTRACT FILE** - The official contract record for The Children's Network of Southwest Florida which must be maintained for a period of seven (7) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. This file is sometimes known as the contract manager's file.

**CONTRACT LOG** - A log of contract numbers, which is designed to prevent duplication of contract numbers.

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

**CONTRACT MANAGER'S FILE** - The official record The Children's Network of Southwest Florida that must be maintained for a period of seven (7) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later.

**CONTRACT RELATED DOCUMENTS** - These documents include the Standard Contract, Attachment I, and other documents used in contracting.

**CONTRACT SIGNER** - The position authorized to sign contracts.

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

**CONTRACT YEAR** - An accounting period of twelve consecutive months based on the terms and agreements on the contract.

**CONTRACTOR** - A person or organization who contracts to sell contractual services or commodities to an agency.

**CONTRACTUAL** - The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services and may include, but is not limited to: evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical, and social services.

**CORRECTIVE ACTION PLAN** - A written plan developed by the provider that responds to findings of substantial deficiencies in contract compliance.

**CORRECTIVE ACTIONS** - Required remedial revisions that the provider is required to make resulting from findings of a reviewing entity.

**COST PRICE ANALYSIS** – Evaluation of the price charged by the provider in comparison to the cost of doing business.

**COST PRINCIPLES** - The explanation of contract pricing which includes provisions for allowable and unallowable costs.

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

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

**DEFAULT** - Failure to perform to contract terms and conditions.

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

**DISPUTE** - A disagreement brought to the attention of the other party or parties to the terms of an agreement.

**EVALUATION CRITERIA** - A list of questions used in a competitive solicitation to determine which potential vendors are responsible.

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

**EXHIBIT** - An attachment to an Attachment I or any other contract attachment. The use of the word “exhibit” avoids confusion and allows for clearer referencing.

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

**FINDINGS** - Material results and observations derived from the contract monitoring that identify the provider's failure to comply with specific terms and conditions of the contract which relate to the provider's service delivery, operations and financial stability. A finding requires a recommendation for corrective action.

**FISCAL YEAR** - An accounting period of twelve consecutive months ending on the last day of any month except December.

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

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

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

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

**MANNER OF SERVICE PROVISION** - This is the second section of an Attachment I. It includes outcome measures and performance standards for the contract. This section details the service tasks, staffing requirements, service location and equipment, deliverables, performance specifications, provider responsibilities, and CNSWFL responsibilities.

**MATCH** - Refers to a specified percentage of program or project costs, cash or in-kind, that must be contributed by a grantee in order to be eligible for funding. This requirement may either be stated as a

specified minimum percentage of total allowable costs or a maximum percentage of participation in such costs.

**METHOD OF PAYMENT** - This is the third section of an Attachment I. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted, and any special conditions pertaining to payment of contract invoices.

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

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

**MINORITY PERSON** - A lawful, permanent resident of Florida who is: An African-American, a Hispanic-American, an Asian-American, a Native American, or an American woman. See subsections 288.703(3)(a) through (d), F.S., for further definitions of these terms. [subsection 288.703(3), F.S.]

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

**NEGOTIATIONS** – To settle terms by agreement.

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

**PERFORMANCE SPECIFICATION** - The section in the Attachment I that specifies the CNSWFL approved performance standards, definitions of performance measurement terms, and information about evaluating each performance measure.

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

**PERSONNEL** - The contractor's staff position(s) funded in whole or in part by The Children's Network of Southwest Florida (all of whom should have records of position descriptions, salaries, benefits, and daily time and attendance records to ensure accuracy of time charges if positions are cost allocated).

**POLICIES AND PROCEDURES** - The provider's internal and external processes used to assure program compliance.

**POPULATION** - The aggregate of all cases that conform to a designated set of specifications.

**PRIMARY POINT OF CONTACT** - For the CNSWFL, the primary point of contact is the contract manager who is responsible for enforcing the performance of the contract terms and conditions and serving as liaison with the contractor.

**PROGRAMMATIC ACTIVITIES** - Referring to the services and carried out by the providers to improve the lives of the CNSWFL's clients.

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

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

**PROVIDER'S FISCAL YEAR** - An accounting period of twelve consecutive months.

**PUBLIC ENTITY CRIME** - A violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. [10-22.-3(4), F.A.C.]

**PURCHASE** - An acquisition made by contracting in any manner for services. All such contracts shall be in writing.

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

**RATE AGREEMENT** - A written signed agreement between the Children's Network of Southwest Florida and another party that determines a specific rate that will be reimbursed for a specific service.

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

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

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

**STANDARD CONTRACT** - The approved model contract. This document contains general administrative, financial, and nonprogrammatic terms.

**STATE'S FISCAL YEAR** - An accounting period of twelve consecutive months starting on July 1, and ending on the last day of June.

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

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

**TERMS AND CONDITIONS OF CONTRACT** - Administrative and programmatic requirements that are mandated for the signers of mutual agreement.

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

**UNALLOWABLE EXPENDITURES** - Expenses that are not included in the contractual agreement, or not allowed according to OMB circulars, and therefore, are deemed inappropriate for payment.

**UNSCHEDULED VISITS** - On-site monitoring visits conducted by the CNSWFL that are not pre-arranged with the provider.

**WORK STATEMENT FORMAT** - The format for a work statement to be included in the services to be provided and manner of service provision sections of an Attachment I.

## **IX. Procedures:**

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

1. The Children's Network of Southwest Florida's Decision to Contract: Children's Network of Southwest Florida uses a decentralized case management process that calls for specialized subcontracts and a defined group of subcontracted case management organizations (CMO). The Children's Network of Southwest Florida does not provide direct services; rather it contracts for all child welfare services. The CMOs have undergone a credentialing process to determine their ability and willingness to comply with case management process, requirements and outcomes. The Children's Network system of care is designed to ensure safety, permanency and well being. Emphasis is on placing children in their community, and maintaining maximum contact with family members, in the least restrictive and most appropriate setting. Efforts are made to keep siblings together, unless it is not safe to do so. Through The Children's Network's strong commitment to respecting the child and family's cultural and ethnic backgrounds, every effort will be made to match children with caretakers who will continue to foster the child's development of a healthy self. The CNSWF, as applicable, may negotiate with prospective providers to assure the maximum use of contracted dollars. Negotiations may consist of, but are not limited to, discussions about scope of service, cost methods, service provision and/or proposed performance measures.

2. Documentation/File Requirements: Every contract must be supported by a contract file containing documentation supporting all phases of contract activity. All pertinent information relating to the contract must be maintained in the contract file. The files maintained by the contract manager are the official files of record and must be maintained for a minimum of seven (7) years following termination of the contract. If an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records must be retained until resolution of the audit.
  
3. Definition of Contractual Services: Contractual service means the rendering by a contractor or subcontractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Such services may include, but are not limited to educational training programs, therapeutic services, residential, professional, technical, and social services.
  
4. Information Technology Resource Contracts: The following additional approvals must be obtained prior to executing any contract which acquires (an) ITR(s) to which the State of Florida will eventually hold title, will be connected to the department's data communications network, or will produce data in electronic form which the department will process on its computers:
  - a. Written approval of all ITR purchases by the CEO or designee must be obtained prior to requesting the purchase of any ITR. IRRs must be approved by DCF. Approval is documented on the Information Resource Request (IRR) form **Exhibit A**.
  
  - b. Additional requirements for ITR purchases:
    - (1.) All ITR purchases must comply with Section 282.3031, Florida Statutes and Attachment III of the CBC contract.
  
    - (2.) All IRRs valued at \$500,000 or more must be approved by the Department's Secretary through a decision memo, in accordance with CFOP 50-9, Policy on Information Resource Requests, prior to the approval of the IRR (contact your local Information Systems office for assistance in preparation of this decision memo).

## **B. Performance Contracting**

It is The CNSWFL's policy that all contracts for client services contain provisions that establish a set of performance measures, and that specify the standards, terms and methodology by which those measures will be evaluated. All contract signers, contract supervisors and contract managers shall verify that performance measures, standards, terms and methodologies are present in each contract.

1. Termination for Failure to Achieve Performance Standards Policy: In the event the contract is terminated as the result of the provider failing to achieve one or more performance standards set forth in the contract, the provider shall be prohibited from receiving any new contracts or subcontracts for the services for at least 24 months from the date of termination.

2. All direct client service contracts entered into by The CNSWFL shall contain a set of performance measures, standards, terms and methodologies by which the performance of the contract provider may be evaluated. This evaluation accomplishes the following:
  - a. Promotes efficient use of funds through identification and reduction of ineffective or wasteful services.
  - b. Provides quantitative information regarding the effectiveness of service delivery. Such information can be used to support future appropriation decisions.
  - c. Assists the contract manager in determining the modifications needed in future contracts.
3. A Performance Measure is a quantitative indicator used to assess if the provider is achieving the desired results. Measures of performance include outputs (direct counts of program activities), and outcomes (results of program activities in the lives of those served).

Outcomes and Outputs must be quantifiable and specific enough to give clear direction, to be understood by both the CNSWFL and provider staff. In addition, performance measures should focus on the desired results of the contract goals. Performance measures must possess the following attributes:

- a. Every performance measure must have a corresponding methodology. The methodology is a detailed description of how the performance data will be collected, processed, analyzed, and reported. Included in the methodology is the mathematical formula that will be used to calculate the level of performance.
  - b. Performance measures and methodologies must be specified using clearly defined terms. Terms such as *day*, *client*, or *bed* can have multiple meanings. For example, the term *day* can mean a calendar day, any 24-hour period, an 8-hour work period, or a workday. To construct valid measures and methodologies, the definitions for all terms must be clear enough for all parties to understand. Definitions may be established by implementing legislation, federal regulations, The CNSWFL policy, or other similar references. In the event such definitions do not clarify how a particular term will be used, the individual preparing the contract is responsible for clarifying such terms within the contract.
4. Performance Standards: Is the quantifiable level of performance or a specified, desired level to be achieved for a particular performance measure. Contract performance measures must have standards by which to evaluate the provider's success in delivering services.
    - a. One of the following numerical devices should generally be used to express a performance standard.
      - (1.) Percentage: The portion which equals a mathematical fraction with 100 understood as the denominator, formed by multiplying the decimal equivalent of the fraction by 100 (i.e., 95 out of 100 students =  $95/100 = .95 = 95\%$  of the students). For example, the percentage of clients whose behavior was improved after receiving counseling services is 95%.

- (2.) Ratio: Relation in degree or number between two similar things. For example, the number of provider staff members available compared to the number of clients being served.
  - (3.) Frequency or Occurrence Rate: The number of times a specified phenomenon occurs within a specified time period or situation. For example, the incidence of child abuse per 1,000 children ages 0-17.
  - (4.) Average: The arithmetic mean. For example, the average length of stay in an inpatient residential treatment facility.
  - (5.) Unit of Service: The most basic element of the service being provided. For example, in a contract providing family counseling, each family receiving counseling.
- b. Performance standards must be based on accurate data sources. Data used to report provider performance must come from sources that can be verified by independent observers. This implies that the records, reports, documents, or other data sources must be readily available, conform to specified format requirements, be accurate and consistent, and support the measures in question.
  - c. Performance standards must be based on data sources that have their origin in the routine performance of the provider's work. The collection of the data should be an integral and essential part of providing the service, e.g. client records, payroll or personnel information, expense or payment records, or treatment or assessment instruments.
  - d. All client services contracts are required to contain the following statement:

**Performance Standards Statement:**

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

**5. Measures and Standards Development, Approval, and Maintenance**

- a. Development and Approval of Measures and Standards: The development and approval of performance measures and standards are the responsibility of the Quality Management Unit and the Contract Management Unit. Performance measures will be developed in conjunction with the performance standards set forth in the State issued Community Based Care Contract.

- b. Maintenance and Revision of Performance Measures and Standards:**  
The Quality Management Unit together with the Contract Management Unit is responsible for reviewing and revising performance measures, definitions, methodologies, and standards for which they are responsible. The Quality Management Unit will participate in developing and maintaining data regarding the use and success of the performance measures and standards.
  
- 6. Performance Data Sources, Reporting, and Evaluation:** All contracts shall state that the contract will be monitored by the CNSWFL in accordance with the CNSWFL's contract monitoring policy in effect at the time of the award.
  - a. Performance Data Sources:** All contracts that involve the delivery of services to clients shall contain provisions requiring that the provider maintain performance data essential to the delivery of services and to the evaluation of the results of those services. The contract shall also specify the reports, records, or other documentation by which such data will be made available.
  
  - b. Reporting:** All contracts shall contain a description of the provider's reporting requirements including the content of the reports, the frequency of the reports, the location and point of contact where reports are delivered, and any reports that are required to be maintained on file at the provider's location.
  
  - c. Evaluation:** Contract evaluation is any task necessary to, or associated with, the objective, independent examination and judgment of the efficiency and effectiveness of a written agreement executed by the CNSWFL for the acquisition of client services. Inherent in the evaluation of a contract is the determination and assurance that the provider has complied with all appropriate standards governing required quality or degree of excellence. These standards may be fully or partially set forth within the agreement, contained within federal or state law, rule, regulation, or policy, or described in professional practice manuals, handbooks, journals, or codes.
  
- 7. Enforcement, Corrective Actions, and Termination:**
  - a. Enforcement:** All contracts shall contain specific language that informs the provider how and by whom the contract terms and conditions will be enforced. Enforcement language will include, but is not limited to, how the CNSWFL will determine if the contract performance measure standards were met.
  
  - b. Corrective Actions:** All contracts shall contain specific language that outlines the procedures that will be used to inform the provider of corrective actions that result from the enforcement of the terms and conditions of the contract. Corrective action language will include, but is not limited to, the steps that will be taken by the CNSWFL from the time corrective actions are identified until the corrective action is completed.
  
  - c. Termination:** If corrective actions are not accomplished and accepted within the specified time frame, the CNSWFL may terminate the contract in the absence of any extenuating circumstances. The determination of the extenuating circumstances is the exclusive right of the CNSWFL. In the event the contract is terminated as the result of the provider

failing to achieve the standards set forth in the contract, the provider shall not receive any new contracts for the services for at least 24 months from the date of termination.

### C. Contract Documents

1. The Contract: As used in these procedures, the term *contract* means a formal written agreement executed between the CNSWFL and an individual or organization for the procurement of contractual services. The contract (formal written agreement) must include all terms and conditions governing the nature and delivery of services, provider performance specifications and performance evaluation methodology, record keeping and reporting requirements, payment methodology, penalties for the provider's non-compliance, etc. All terms necessary to govern the relationship between the CNSWFL and the provider must be set forth in the contract document.
2. Contract Document Profile: The complete contract document shall include at a minimum the: a) Standard Contract, b) Attachment I, and c) the Financial and Compliance Audit attachment. Other attachments, such as line item budgets, may be added as needed. Each Contract shall have a unique 5 digit contract number. See **Exhibit B** for contract numbering procedure.
3. Standard Contract: The Standard Contract is the document that contains the basic contract terms and clauses required in all CNSWFL contractual services contracts. This includes administrative, financial, and non-programmatic terms and conditions usually mandated by federal or state statutes, regulations, rules, and policies of the CNSWFL and other applicable State agencies, such as the Office of the State Comptroller. **(The standard contract is attached as Exhibit C)** The purpose of the Standard Contract is to:
  - a. Aid contract managers in the preparation of their contracts;
  - b. Ensure the minimum contract document requirements are included in all CNSWFL contractual services contracts; and,
  - c. Simplify the review of the contract document.
4. Attachment I: A section of the contract document which addresses all the contract terms which are not covered in the Standard Contract. These terms address such things as the service(s) to be purchased, client eligibility, target group(s), service location(s), hours of operation, provider performance standards and evaluation methodology, provider staff qualification requirements, reporting requirements, and payment methodology/schedule of deliverables.

A unique Attachment I shall be developed for each type of service. Attachment I development will generally be the responsibility of the contract manager. The contract manager is advised to coordinate Attachment I development with the appropriate CNSWFL staff possessing expertise in the areas to be addressed in the contract.

The Attachment I is organized as follows:

- a. Statement of Work: Describes the services and the manner in which they are to be provided. The Statement of work shall be formatted according guidelines set forth in **Exhibit D**.
- b. Method of Payment: The Method of Payment section specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the CNSWFL, and any special conditions pertaining to payment of contract invoices. The section identifies the documentation which must be submitted by the provider to the contract manager or maintained on file by the provider to establish an audit trail for contract costs and provision of services. If applicable, matching requirements, including (a) specific dollar amount(s) and percentage(s) will also be addressed in the Method of Payment section. This section of the contract contains information describing: the method and frequency of payment to be used; match requirements, if any; instructions regarding the manner in which contract costs will be displayed on invoices; the documentation of contract costs which must be given by the provider to the CNSWFL; and the enumeration of other special provisions pertaining to payment of contract invoices (such as a time limit for submission of final invoices). The Method of Payment section of the contract, in addition to the payment method, will address the payment timing (i.e., reimbursement or advance).

The Children's Network of Southwest Florida will use the method of payment that allows for the most effective use of dollars available.

- (1.) Cost reimbursement – Requires the provider to include a detailed, line item budget in the contract. The provider will be reimbursed for actual, allowable expenditures that are made within the limits of the approved budget. Expenditures reported on the invoice must be supported with documentation that is required to accompany the invoice.
  - (2.) Fixed price contracts are either unit cost or fixed fee. Unit cost method requires a pre-determined price for each unit of service delivered. A unit of service may be based on time, tasks, activities, contacts or any combination of these. In a fixed fee contract, the total contract amount is determined upfront and paid upon completion of the total service requirements of the contract.
  - (3.) Advances may be used with not-for-profit providers for the first three months of the contract only if needed to assure the contract service can be provided. They must be repaid by the time the final payment is made.
- c. Special Provisions: The final section of the Attachment I contains any special requirements not covered elsewhere in the contract, including the Standard Contract. This section is the place to incorporate or address the individualized requirements which cannot be addressed in the previous sections.
5. Other Attachments/Exhibits: The following are examples of other documents and forms which may be included in the contract as additional attachments: sample invoice forms, line

item budgets, appropriate portions of the solicitation document. Subsequent appendages to each contract Attachment will be identified as an *Exhibit* and ordered alphabetically starting with A, such as Exhibit A, Exhibit B.

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

1. **Contract Summary Form**: The contract manager must complete the Contract Summary Form prior to submitting a contract to the Contract Supervisor. **(Exhibit E)**

2. **Preparation for Review**: The Contract Supervisor will assign an appropriate contract number. The contract is then logged in the Contract Supervisor's Log. It is the responsibility of the Contract Supervisor to track the contract through the review process.

3. **Review**:

**a. Chief of Services and Contracts certifies:**

- (1.) To the need for the services under the terms of the contract.
- (2.) That the contract is in compliance with applicable program specific state, federal, CNSWFL, and/or other funding source requirements.

**b. The Contract Supervisor Certifies:**

- (1.) That contracts containing federal funding of \$25,000 or more have a Certification Regarding Debarment and Suspension form signed by the provider.
- (2.) That contracts containing federal funding in excess of \$100,000, have a Certification Regarding Lobbying Form completed by the provider and is contained in the contract file.
- (3.) That contract negotiation and cost/price analysis have been performed and that supporting documentation is in the contract manager's file.
- (4.) That the Statement of Work is clearly written and that expected results are quantifiable, measurable, and clearly defined in the contract and meet CNSWFL policy requirements for performance contracting.
- (5.) That any other applicable clauses are included.

**c. The Finance Director Certifies:**

- (1.) To the presence of budget authority to expend moneys for the services specified in the contract.
- (2.) That correct accounting codes are used.

- (3.) That appropriate payment provisions are included and are in compliance with the method of payment section of the CNSWFL Program Specific Model Attachment I .
4. Remedy Problems: To correct contract deficiencies noted during the review process, the reviewer should return the contract to the Contract Supervisor noting deficiencies. The Contract Supervisor will contact the contract manager. It is the contract manager's responsibility to remedy any problems found during the review process. The contract manager may solicit assistance from appropriate unit in correcting contract deficiencies. Once the problems are corrected, the contract must be resubmitted through the review process.
5. Contract Execution: The provider's signature should be obtained prior to obtaining the appropriate CNSWFL signatures.
  - a. Providers: The signer of the contract for the provider, if not the CEO or Chairman of the Board, must have written authority to commit the provider to the terms of the contract.
  - b. Contracts must be signed by the CEO of the CNSWFL or designee.
6. Contract Amendments
  - a. Amendments must be processed through the contract review and approval process with the contract summary form (Exhibit E) signed . Amendments retain the same contract number as the original contract.
  - b. Contract amendments must be signed by the original contract signers.
  - c. A contract that has expired may not be amended under any circumstances.

## **E. Contract Management**

1. Contract Manager/Staff: For each contractual services contract, a designated employee shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. This individual is designated by the contract signer to serve as the contact person who is responsible for the success of the contract.
  - a. Contract Manager Responsibilities: The contract manager's responsibilities include:
    - (1.) Carrying out the preparations for contracting.
    - (2.) Objectively soliciting and analyzing bids.
    - (3.) Ensuring that the appropriate audit requirements are conveyed to the provider.
    - (4.) Negotiating the contract.
    - (5.) Securing a signed Certification Regarding Debarment and Suspension form from the provider for any contract containing federal funding of \$25,000 or more. If the

provider refuses to sign the form, a written explanation must be attached to the unsigned form.

- (6.) Prior to contract execution secure from the provider for any contract containing federal funding in excess of \$100,000, a signed **Certification Regarding Lobbying Form (Exhibit F)**
  - (7.) Complete the Post Award Notice of Federal Awards and State Financial Assistance, insuring that copies are posted to the file. The notice must also be distributed to the provider within 90 days of contract execution. The Notice is completed using the current fiscal information and the Audit Compliance Wizard found on the Departments intranet web site. A new Notice must be completed whenever the dollar amount of the contract is amended.  
[http://ewas.dcf.state.fl.us/asc/Contract\\_Information/AuditComplianceWizard.asp](http://ewas.dcf.state.fl.us/asc/Contract_Information/AuditComplianceWizard.asp)
  - (8.) Conducting diligent oversight of provider performance, acting as the primary point of contact with the provider for the CNSWFL, and acting as part of the monitoring team as described in CNSWFL policy CON-002.
  - (9.) Securing Emergency Relief Plan.
  - (10.) Processing, inspecting, reviewing, and approving the provider's invoices for payment.
  - (11.) Reviewing the provider's documentation of contract-related expenditures.
  - (12.) Ensuring that providers complete the Civil Rights Compliance Checklist, form CF 946.
  - (13.) Maintaining the files of record pertaining to his/her contract(s).
  - (14.) Acting as team leader for contract monitoring unless the CNSWF designates someone different.
  - (15.) Approving corrective action plans, where required, and overseeing their implementation.
  - (16.) Reviewing contract for completeness prior to closeout.
- b. Standards for Contract Staff: Contract staff is required to comply with the CNSWFL policies regarding work performance. Failure to comply with CNSWFL policies includes, but is not limited to the following:
- (1.) Failure to initiate appropriate action after learning that a provider's actions, or lack of action, have created a serious threat to the health, safety, or welfare of any client, employee, or member of the public.

- (2.) Failure to report, discuss, or document the failure of a provider to comply with material contract requirements, or failure to advise the supervisor of a material failure or breach by a provider.
- 2. Contract Manager's File: The contract manager's file is the official record for the CNSWFL and must be maintained for a period of seven (7) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. Reviews of the contract manager's file are to be conducted on a routine basis by the Contract Supervisor to ensure necessary documentation is being properly maintained.

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

- a. Copy of the contract and Contract Review Form;
- b. Relevant monitoring and evaluation reports;
- c. Corrective Action Documentation;
  - Approved Plans
  - Status Reports (as required)
  - Completion of the Corrective Action Plan
- d. Correspondence regarding contract;
- e. Amendments, if any;
- f. Civil Rights Compliance Questionnaire, as appropriate;
- g. Memorandum of Negotiation;
- h. Documentation evidencing cost or price analysis;
- i. Copies of invoices and supporting documentation;
- j. Chronological activity record;
- k. Team Meeting Minutes
- l. Documentation supporting provider compliance with insurance requirements in contract;
- m. Certification Regarding Debarment and Suspension Form for all contracts containing federal funding of \$25,000 or more;
- n. Certification Regarding Lobbying Form for all contracts containing federal funding in excess of \$100,000;
- o. Payment Activity Log;

- p. Post Award Notice;
  - q. Copy of 501(c) 3 if applicable;
  - r. Applicable licenses and accreditations;
  - s. Signature authority
3. Invoice Processing, Inspection, Review, and Approval: The contract manager must receive invoices or requests for payment directly from the provider and process them for payment.
- a. Invoice Processing, Inspection, and Review: Upon receipt of each invoice, the contract manager must determine the following:
    - (1.) Were invoiced goods and services satisfactorily provided according to the terms and conditions of the contract?
    - (2.) Is the invoice or request for payment in the proper format, mathematically correct, and does it contain the necessary information as required?
    - (3.) Is supporting documentation included?
    - (4.) Does supporting documentation support invoice or request for payment?
    - (5.) Are expenditures allowable according to the contract budget and/or other contract terms?
  - b. Invoice Approval: The contract manager's or designee's signature on an invoice or request for payment attests that the goods or services have been satisfactorily provided, and that the expenditures are allowable and in compliance with the terms of the contract. Adequate review and inspection time should depend on the complexity of the deliverables but should not be more than 5 working days. If the invoice or request for payment is approved, the contract manager should transmit it to the appropriate fiscal staff for payment. If the invoice or request for payment is disapproved, the contract manager should return it to the provider with an explanation and corrective actions to be taken.
4. Site Visits: The Contract Manager shall make periodic visits to the provider's service locations and administrative sites. If sites visits are not possible, the reason shall be documented in the contract file.
5. Provider Team Meetings: The contract manager shall arrange for periodic provider team meetings and invite the provider and various CNSWFL staff to discuss service provision and provider performance. The frequency of the team meetings shall be decided by the contract supervisor. Most providers will have Team Meetings scheduled on a quarterly basis. New providers or providers with past problems may meet monthly if needed. Before each Team meeting the contract manager will gather and analyze information regarding the provider and the services that are being provided. This information may include performance measures,

numbers of clients served, site visit reports, incident reports, CMO input, contract expenditures, wait lists, or any other information pertaining to the provider. If significant issues or concerns arise, the Contract Manager may set up a pre-Team meeting with CNSWF staff to discuss the issues and possible solutions. The contract manager will document each Team Meeting in the form of Minutes. The Team Meeting minutes will be distributed to all CNSWF departments as well as to the providers CEO for distribution. Each subsequent Team Meeting will begin with a review and acceptance of the minutes previous Team Meeting.

6. Contract Default:

- a. Definition. The CNSWFL's determination that a provider has failed to perform the terms and conditions of a contract.
- b. Providers who fail to perform according to the contract terms and conditions, shall be notified, in writing, of a failure to perform, and provided a reasonable deadline for correcting the failure(s) cited in the correspondence.
- c. The notice to the provider of the provider's failure to perform will state that if the established deadline for correction of the performance deficit is not met, the provider may be determined to be in breach of the contract. All correspondence to providers regarding failure to perform shall be sent by Certified Mail, Return Receipt Requested.
- d. A reasonable deadline for correction of the performance deficit is usually considered to be no less than ten (10) days after receipt of the notice, but may be a shorter period depending upon the seriousness of the performance deficit or the nature of the contract services.
- e. Unless the provider corrects its failure to perform within the time provided, or unless the CNSWFL determines on its own investigation that the provider's failure is legally excusable, the provider may be found in breach.
- f. If the provider does not comply with the request for a corrective action, the provider will be issued a second notice informing them that they are in breach of the contract. The notice of breach will state the reasons the defaulting provider has been found in breach. In addition, the notice will state that the CNSWFL will terminate the contract. The CNSWF will notify the Department Contract Manager.

4. Breach of Contract:

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

5. Contract Termination: Termination refers to the ending of a contract. A contract may be terminated in whole or in part. If terminated only in part, the non-terminated portion remains in full force and effect for the duration of the original agreement. Terminations may be made by mutual agreement or as a result of default or breach. Regardless of the reason, if a contract is to be terminated, the contract manager prepares, for the signature of the contract signer, a letter to the provider stating the reason for and the date of termination. The contract manager must ensure that the termination date is in accordance with the time frames specified in the applicable termination clause in the contract. The letter should be delivered by certified mail, return receipt requested, or in person with proof of delivery. A copy of the termination letter, indicating the contract number, must be placed in the contract manager's file.

In the event a contract is terminated for cause, the provider will not be permitted to contract with the CNSWFL for a period of no less than 24 months.

#### **F. Residential Group Care Rate Agreements**

Residential Group Care providers located outside of District 8, who are licensed by the Department, shall provide services under a rate agreement and will be considered a vendor. A rate agreement will route through the same approval process as a contract and will be assigned to a contract manager. A specific contract number will be utilized for payment and tracking purposes. The contract manager will communicate with the Department and the vendor to obtain monitoring and licensing reports. Team meetings will be conducted by telephone and will include the local Child Welfare Case Manager.

#### **X. Exhibits**

**Exhibit A** - IRR

**Exhibit B** - Contract numbering Process

**Exhibit C** - Children's Network of Southwest Florida Standard Contract

**Exhibit D** - Statement of Work Format

**Exhibit E** - Contract Summary Form

**Exhibit F** - Certification regarding Lobbying

Exhibit A

IRR

	<b>Name:</b> <b>Address:</b> 2232 Altamont Avenue Fort <b>City:</b> Myers <b>Zip Code:</b> 33901		
Connectivity: <input type="radio"/> LAN w/ Gateway LAN <input type="radio"/> <input type="radio"/> Specify Mainframe System: _____		<b>Contact Person:</b> Carol Wallace <b>Contact Person Phone #:</b> 239-226-1524	
<b>Strategic Plan:</b>  <b>Statewide</b> (Resources References on Page: )  <b>District</b> (Resources References on Page: ) <b>If not in any Strategic Plan, please see below.</b>			
Requirements/Benefits (If not in any Strategic Plan):          			
Technical Review (To be completed by HQ Technical or DMSD Staff):          			
Concur <input type="radio"/> Non-Concur <input type="radio"/>		Reviewer: _____ Date: _____	
1. Requestor:	Date	2. Supervisor/Manager	Date:
3. DMSD/HQ Office Director/PMTM	Date	4. DA/Asst. Secretary/Dep. Secty	Date
IRM Approval	Date	Valid Until:	Total:



**IRR Detail Sheet**

(B) Vendor Information

Line(s)	Vendor Name/Contact Person/ Address	Telephone Number	Fax Number	FID	State Contract BID Number
1	-				

**Comments:**

## Exhibit B Contract Numbering System

5 digit contract numbering system using items a. b. c. and d.

a. Contract Type (first digit)

AXXXXX-Case Management Organization

BXXXXX- Specialty Services Contract

CXXXXX- SAMH

DXXXXX-Residential

b. Length of Contract (second digit)

XAXXX-one or less Fiscal Year

XBXXX- Multi fiscal Years

c. Fiscal year in which contract begins (third digit)

XXAXX-FY03/04

XXBXX-FY04/05

XXCXX-FY05/06

XXDXX-FY06/07

d. Sequential Number (forth and fifth digit) The last two digits will be used to assign numeric series with a service type

For Example:

A CMO contract crossing 3 fiscal years written in FY 03/04

ABA01

A second contract of the same type:

ABA02

## Exhibit C

### CHILDREN'S NETWORK OF SOUTHWEST FLORIDA STANDARD CONTRACT

This contract is entered into between Camelot Community Care, Inc., dba Children's Network of Southwest Florida, herein referred to as "CNSWF" and \_\_\_\_\_, Inc. herein referred to as "provider".

#### **I. THE PROVIDER AGREES**

##### **A. Contract Document**

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

##### **B. Requirements**

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

##### **C. Governing Law**

###### **1. State of Florida Law**

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

###### **2. Federal Law**

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

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

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

d. That unauthorized aliens shall not be employed. CNSWF considers the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324). Such violation shall be cause for cancellation of this contract.

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

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

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

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CNSWF under this contract.

2. To maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of seven (7) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no cost to CNSWF.

3. Upon demand, at no additional cost to CNSWF, the provider will facilitate the duplication and transfer of any records or documents during the required retention period Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by CNSWF.

5. At all reasonable times for as long as records are maintained, persons duly authorized by CNSWF and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to CNSWF as specified in this contract and Attachment \_\_\_ and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

#### **E. Monitoring by CNSWF**

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

#### **F. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold CNSWF and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modification thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by CNSWF by certified mail. After the highest appeal taken is exhausted only an adjudication or judgment specially finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by CNSWF. CNSWF's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of CNSWF.

#### **G. Insurance**

To provide continuous adequate insurance coverage during the existence of this contract and any renewal(s) and extensions(s) of it. By execution of this contract, unless it is a state agency or subdivision 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the client to be served under this contract. Upon the execution of this contract, the provider shall furnish CNSWF written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. CNSWF reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality and Client Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another subcontract for any of the work contemplated under this contract without prior written approval from CNSWF which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of CNSWF shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that CNSWF shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend CNSWF against such claims.

3. That CNSWF shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event CNSWF approves a transfer of the providers obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or CNSWF.

#### **J. Return of Funds**

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

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

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or the CNSWF's operating procedure.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the providers and its employees.

#### **L. Civil Rights Requirements**

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To comply with the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

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

1. To act in the capacity of an independent contractor and not as an officer, employee of CNSWF, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind CNSWF unless specifically authorized in writing to do so.

2. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of CNSWF.

3. CNSWF will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by CNSWF in this contract.

4. All deductions for social security, withholding taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

#### **N. Sponsorship**

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

04/12/2005

**O. Media**

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

**P. Publicity**

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

**Q. Gratuities**

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

**R. Final Invoice**

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

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

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

**T. Public Entity Crime**

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

**U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to CNSWF to be referred to the Department of State to determine whether patent protection will be sought in the name of State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify CNSWF. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save CNSWF and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. CNSWF will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for CNSWF, the right to continue use of , replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

**V. Construction or Renovation of Facilities using State Funds**

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

**W. Accreditation**

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

**X. Health insurance Portability Act**

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S. Section 210 et seq) as well as all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).

**Y. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, *within 30 days of the execution of this contract*, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. In the event of an emergency CNSWF may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

**Z. Information Security Obligations**

1. To identify an appropriate skilled individual to function as its Data Security Officer who shall act as the liaison to CNSWF Data Security Officer and who will maintain an appropriate level pf data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system and information access and ensuring that user access has been removed from all terminated provider employees.
2. To hold CNSWF and/or the department harmless from any loss or damage incurred by CNSWF and/or the department as a result of information technology used, provided or accessed by the provider.
3. To furnish security awareness to the training to its staff.
4. To ensure that all provider employees who have access to CNSWF and/or department information are provided a copy of CFOP 50-6 and that they sign a DCF Security Agreement for (CF 114), a copy of which may be obtained by the contract manager.

**II. CNSWF AGREES**

**A. Contract Amount**

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

**B. Contract Payment**

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

**III. THE PROVIDER AND CNSWF MUTAULLY AGREE:**

**A. Effective and Ending Dates**

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

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

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless CNSWF determines extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a (2%) penalty.

**C. Termination**

1. This contract may be terminated by either party without cause upon no less than (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by the U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, CNSWF may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by the U.S. Postal Service or any expedited delivery service that provides verification of delivery. CNSWF shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider.

4. Failure to have performed any contractual obligations with CNSWF in a manner satisfactory to CNSWF will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with CNSWF, been notified by CNSWF of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of CNSWF; or (2) had a contract terminated by CNSWF for cause.

**D. Renegotiations or Modifications**

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

**E. Official Payee and Representatives**

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

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

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

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

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

**F. Terms and Conditions Included**

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

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

**IN WITNESS THEREFORE**, the parties hereto cause this 42 page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:** **Children’s Network of Southwest Florida**

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

**NAME:** James A. Wells

**TITLE:** President/CEO

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

Federal ID # \_\_\_\_\_

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

**NAME:** Harry Propper

**TITLE:** Chief Executive Officer

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

## Exhibit D Statement of Work

### A. Services To Be Provided.

#### 1. Definition of Terms.

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

#### 2. General Description.

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

#### 3. Clients to be Served.

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

### B. Manner of Service Provision

#### 1. Service Tasks

- a. Task List. Provide a list of specific tasks, e.g., counseling, transportation, day care, case management, etc., which will be performed under the contract along with a description of the task, and

any specific elements which are included or must be considered in task performance.

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

## **2. Staffing Requirements**

- a. Staffing Levels. Specify the number and type of staff members the provider is required to have available to perform the work.
- b. Professional Qualification. As required, specify what professional licenses, certifications, or experience the provider's professional staff members are required to possess or obtain.
- c. Staffing Changes. Specify under what conditions the provider is required, or permitted to make staffing changes. Specify what approvals or notification requirements are necessary to make staffing changes and any lead times required for notifications or approvals.

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

- a. Service Delivery Location. Specify where the services are to be delivered. If the provider is supplying a facility or building for the contract, describe any specific physical or facility requirements that must be available for service delivery or client use.
- b. Service Times. Specify when the services must be available, the minimum or maximum frequency of the delivery of services, any requirements for responding to emergencies or unexpected needs for service, and any information necessary to identify what constitutes service completion.
- c. Changes in Location. Specify who may approve changes in location during the course of the contract, advance notification requirements to change location, and requirements for temporary arrangements that must be made in the event of location changes.
- d. Equipment. Describe any equipment that must be available for service delivery.

## **4. Deliverables**

- a. Service Units. Describe, specifically, what comprises a service unit, how many units, by type of service, will be provided under the contract, and if applicable, any limitations that affect the delivery of service units.
- b. Records and Documentation. Describe the form, content, and construction of any records or documentation which the provider is required to maintain, any limitations which are pertinent to the inspection and availability of the documentation, who makes final determinations regarding questions about records, and how to obtain such determinations. Include information regarding whether and which records must be maintained manually, electronically, or both.
- c. Reports. Specify the type, frequency, form, content, and construction of any reports that the provider is required to submit as a part of the contract. A table such as the following should be included in the contract to assist the provider and the contract manager in keeping track of required reports.

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

**5. Performance Specifications**

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

2. The following clause must be inserted in this section:

**Performance Standards Statement:**

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

**6. Provider Responsibilities**

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

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

**7. CNSWFL Responsibilities**

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

# Exhibit E


Contract Summary Form										
								TOTAL CONTRACT AMOUNT \$ _____		
<b>CONTRACT INFORMATION</b>										
1	CON NO.	Service Type	ORIGINAL AMOUNT		CONTRACT MANAGER'S NAME (LAST, FIRST, MI)					
2		PY CONT #	BEGIN DATE	END DATE	Match Amt.					
3	CONTRACTOR (VENDOR NUMBER)				Provider Name					
4	CONTACT PERSON (NAME-LAST, FIRST, MI)				CONTACT PHONE NUMBER		ITB/RFP/ITN/ASPM #			
					( )					
5	SERVICE AREA (counties)									
6										
Describe the Services to be Purchased:										
<b>SECTION B: CONTRACT AMENDMENTS</b>										
AMD #	Date Exec.	DESCRIPTION					Amendment AMOUNT	-		

Exhibit E cont.

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

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

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

Fiscal Year   -

Line	GL Account	Sub Account	Amount of Allotment
1.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
2.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
3.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
4.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
5.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
6.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
7.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
	Contract Value		<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>

Fiscal Year   -

Line	GL Account	Sub Account	Amount of Allotment
1.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
2.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
3.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
4.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
5.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
6.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
7.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
8.0	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
	Contract Value		<input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>

Total Contract Value all years   ,  ,  .



Exhibit F

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Application or Contract Number

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

