



Community Based Care: Hardee, Highlands & Polk Counties

Invitation to Negotiate (ITN)
ITN#: FY23/24-001

Residential At-Risk Group Home - Females

Heartland for Children, Inc. (HFC), a Florida Not-for-Profit operating under the provisions of IRS Code 501 C (3) and located at 1239 East Main Street, Bartow, Florida 33830 is seeking organizations that are qualified to provide Child Caring Agency Services and deliver Residential At-Risk Group Home programs, as defined in 65C-46, Florida Administrative Code (F.A.C.), for Circuit 10 (Polk, Highlands and Hardee Counties). This ITN is for two separate At-Risk programs designed to serve extremely high acuity youth. One is a small program that will be located in a 4-bedroom home. The other is a larger program located in an 8-bedroom villa. These are intended to add additional placement beds to the Circuit 10 placement array. Both are for females. This ITN is open to all eligible organizations that meet the qualification requirements specified in this procurement announcement.

The date and time of first official posting of this ITN is April 22, 2024 at 2:00 pm local time in Bartow, Florida.

Submission Deadline: May 3, 2024 at 5:00 pm

Anticipated Contract Start Date: July 1, 2024 (possible startup agreement may be sooner)

Multiple recipients may be selected. If multiple recipients are selected the total award will be divided among the contracts awarded through this procurement.

Payment methodology: Unit rate for filled bed day. Cost reimbursement if startup costs are approved, not to exceed the total funding allocated in the awarded contract(s). Administrative costs shall not exceed Respondent's Federal Indirect Rate. If Respondent does not have a Federal Indirect Rate, the administrative costs shall not exceed the 10% De Minimis rate of the Modified Total Direct Costs in compliance with the Code of Federal Regulations (CFR) 200.

Actual payment for services will be contingent on HFC's receipt of funding from the State of Florida Department of Children and Families.

HFC will begin accepting responses immediately and no responses will be accepted after 5:00 pm local time in Bartow, Florida on May 3, 2024. All responses must be in writing.

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

- Submit a detailed proposal of how your agency will provide a full array of services as outlined in this ITN. Each proposal should provide sufficient information and detail to answer at a minimum the following questions/areas. The order of information provided in the response must correspond to the outline that follows and be labeled accordingly. Each Respondent will be evaluated on the criteria/elements noted below.
 1. Provide a brief overview statement on past success that will demonstrate the potential to successfully contract for services being procured in this ITN and provide supporting evidence where necessary.
 2. Experience providing or developing residential At-Risk Group Home services or similar services.
 3. Experience working with evidence-based and trauma-informed group care and/or therapeutic services and how you will infuse the essential elements into your program.
 4. Information regarding services that your agency provides in Florida and/or other states; list all current child welfare contracts by: service type; location; funder; annual budget; end date.
 5. Staffing patterns, access procedures, data management processes and resources to ensure timely and accurate documentation of service delivery and a proposed program budget.
 6. Complete and submit the Network Provider Application (Exhibit A) and associated documents.
 7. Submit copies of any external monitoring/accreditation reports completed on your agency within the past two (2) years (excluding reports completed by HFC).

Response Submission

Responses should address each request and question as noted above. The completed application and all applicable documents must be submitted to the Procurement Manager and received at the address below by 5:00 pm local time in Bartow, Florida on May 3, 2024.

Respondent(s) shall submit one original electronic copy of the response, and one electronic redacted copy (if applicable) to the Procurement Manager, listed below, within the required date and time identified above. Responses shall be submitted in portable document format (“.PDF”), labeled with Respondent’s organization name and ITN number in the email subject line. Please direct responses to the Procurement Manager at the email address identified below:

Procurement Manager
Kim Corpus
Heartland for Children, Inc.
1239 E. Main Street
Bartow, Florida 33830
Email: kcorpus@heartlandforchildren.org

Failure to respond to this ITN in this manner may result in disqualification from consideration. Upon receipt and review of the documentation submitted, HFC will contact the applicant to schedule a date for an in-person presentation to the HFC Executive Management Team.

Please Note: Any submitted materials are subject to the Public Records Act, Chapter 119, F.S.

General description of the nature of the services being sought:

Heartland for Children is committed to a fully trauma integrated and family centered practice designed to provide children and their families, who are engaged with our system of care as a result of abuse, neglect, or abandonment, with a full array of services to achieve timely permanency, emotional healing and improved well-being.

Assuring the safety and welfare of children, while attempting to strengthen and preserve the child's family, requires a cohesive system that is family-centered, trauma-informed, community-based, integrated, outcome oriented, culturally competent, timely, and accountable for results. The cohesive system must include evidence-based primary, secondary, and tertiary prevention services that focus on capacity to safely serve children in their home to prevent removals as well as result in positive outcomes for children served in the child welfare system.

The Family First Prevention Services Act ("FFPSA") was passed and signed into law as part of the Bipartisan Budget Act on February 9, 2018. The act includes reforms to help keep children safely with their families and avoid the traumatic experience of entering foster care, emphasizes the importance of children growing up in families, and helps ensure children are placed in the least restrictive, most family-like setting appropriate to their special needs when foster care is needed.

An At-Risk Group Home is a specific category of non-foster family home setting, for which child welfare agencies must meet detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive federal Title-IV-E funding for the placement. At-Risk Group Homes are a subset of licensed group care facilities; they do not wholly replace them.

Below are some of the key elements of the services being sought:

- The agency providing services will deliver a comprehensive array of services and abide by requirements as outline in 65C-46, F.A.C.
- The agency will provide services for females within Polk, Highlands, and Hardee Counties (Circuit 10).
- This is for two separate At-Risk programs designed to serve extremely high acuity youth. One is a small program that will be located in a 4-bedroom home. The other is a larger program located in an 8-bedroom villa. Both are for females. Provider will ensure they are willing to foresee future flexibility in meeting HFC's out-of-home care needs both by gender and type of licensed home.

- Services will be located at the Heartland Youth Village in Bartow, Florida. The agency will be expected to enter into a lease agreement with HFC for the home on the property.

Qualification Requirements:

Mandatory contract award and performance criteria include:

- The respondent must be a licensed Child Caring Agency (CCA) in the State of Florida.
- The respondent must have professional liability coverage with minimum limits of \$1,000,000/\$3,000,000. The respondent must be willing to add HFC as an additional insured on their insurance policies and be willing to add DCF as well if this requirement is mandated in the contract between HFC and DCF.
- Experience providing the advertised service to Child Welfare Community Based Care Lead Agencies in the State of Florida is preferred but not required.
- One or more Respondents may be selected to discuss with HFC the concepts submitted in the Respondent's ITN response. The Respondent will be required to make a presentation to the HFC Executive Management Team to provide in-depth details of their organization's performance and services at a date and time set forth by Heartland for Children.

Each applicant will be evaluated on the above noted criteria.

Disqualification Criteria:

- Failure to have performed any previous contractual obligations with Heartland for Children, Inc. or the State of Florida in a manner satisfactory to Heartland for Children, Inc., another Lead Community Based Care Agency, or DCF may be sufficient cause for disqualification. To be disqualified as a Respondent under this provision, the Respondent must have:
 - previously failed to satisfactorily perform in a contract with Heartland for Children, Inc., another Lead Community Based Care Agency, or DCF, been notified by Heartland for Children, Inc. or DCF of unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of Heartland for Children, Inc. or DCF; or
 - had a contract terminated with cause by Heartland for Children, Inc., another Lead Community Based Care Agency, or DCF.
- Heartland for Children, Inc. will not award contracts to any agency or its Providers and/or sub-providers that:
 - Have been barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency;
 - Have within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in the paragraph above; and
- Have within a 3-year period preceding this proposal, had one or more public transactions terminated for cause or default.

This procurement along with all questions, answers, notices, and modifications will be posted at www.heartlandforchildren.org.

Schedule of Events/Timeline:

Listed below are important dates and times when actions should be taken or completed. If HFC finds it necessary to update any of the dates and/or times noted, it will be accomplished by an Amendment to the ITN.

Timeline EVENT	DATE
Release of ITN	April 22 at 2:00 pm
Application submission deadline	May 3 at 5:00 pm
Announcement of Proposals 1239 E. Main Street Bartow, FL Via Teams, link to be provided	May 7 at 10:00 am
Notice of intent to award	May 10, 2024 at 12:00 pm
Contract Begin Date	July 1, 2024

Confidential, Proprietary or Trade Secret Information:

If Respondent considers any portion of the documents, data or records submitted in response to this ITN to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as “Confidential” and simultaneously provide HFC with a separate redacted copy of its response, and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain HFC’s ITN name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, HFC will provide the Redacted Copy to the requestor. If a requestor asserts a

right to the Confidential Information, HFC will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S. or other applicable law. If HFC becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, HFC shall give the Respondent prompt notice of the demand prior to releasing the information, unless otherwise prohibited by applicable law. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a response to this ITN, the Respondent agrees to protect, defend, and indemnify HFC for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its ITN response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, HFC is authorized to produce the entire documents, data, or records submitted to HFC in response to a public records request for these records.

Respondent Costs

Respondents are responsible for all costs associated with the preparation and submission of the response, and any potential meeting to discuss this ITN. HFC will not be responsible for any Respondent related costs associated with responding to this ITN.

Special Accommodations

Any person with a disability requiring special accommodations to participate in the RFI shall contact the HFC sole point of contact at the phone number provided in Section VI. at least five business days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD). Certified Business Enterprises are encouraged to participate in the RFI process.

Disclaimer

Please note that this and all other postings are secondary to the electronic posting on www.heartlandforchildren.org, which is the sole official posting for this advertisement. All inquiries and protests regarding this document must be made in writing to the HFC Procurement Manager and documented within 72 hours of the first official posting. Physical posting will not extend that 72-hour deadline. Likewise, it is the responsibility of those submitting a response to this advertisement to obtain the results from the www.heartlandforchildren.org official posting site in sufficient time to protect their own interests should they care to do so. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any contract or agreement with Heartland for Children will require applicant's performance to be in compliance with all applicable federal and state laws, regulations, agency rules and procedures, and Heartland for Children policies and procedures.

Any actual or potential conflict of interest must be declared at the time of initial application submission or immediately upon discovery of any such conflict of interest.

A response must contain the completed application and associated applicable documents. Applicants will be scored based upon the information provided through the procurement process.

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

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

The official posting of the contract(s) intent to award will be made at www.heartlandforchildren.org on May 10 at 12:00 noon local time in Bartow, Florida.

Respondents shall address all questions regarding this ITN in writing to the Procurement Manager listed below. HFC will post answers to written questions on www.heartlandforchildren.org.

Procurement Manager
Kim Corpus
Heartland for Children, Inc.
1239 E. Main Street
Bartow, Florida 33830
(863) 519-8900 ext. 206
kcorpus@heartlandforchildren.org

EXHIBIT A
Network Provider Application



Community Based Care: Hardee, Highlands & Polk Counties

Network Provider Application Packet

Background

HFC is the non-profit lead agency overseeing Community Based Care in Circuit 10, which encompasses Polk, Hardee and Highlands Counties. HFC is responsible for the provision of services for children who have been abused and/or neglected. These services include foster care, case management, independent living and adoption.

Since 2004, Heartland for Children has been in operation in the community implementing the new System of Care to better service children and families that are in need of support and services to prevent child abuse and neglect getting help to families before harm occurs through our prevention efforts.

As the Child Welfare Lead Agency, Heartland is concerned with the safety and well-being of children in our community. HFC currently oversees on a daily basis the care of 1800 - 2000 children who have experienced abuse and / or neglect right here in our community. HFC is charged with the responsibilities of ensuring that the children in Circuit 10 (Polk, Hardee and Highlands Counties) are safe from abuse/neglect and are receiving services for their mental health and physical well-being.

Mission

Improving safety, permanency and well-being for all children in Hardee, Highlands and Polk Counties.

Vision

To eliminate child abuse and neglect in Hardee, Highlands and Polk Counties.

Values

Heartland for Children will

- approach relationships with **respect, integrity** and **transparency**
- utilize **innovation** and **excellence** to promote best practices
- approach work and problem solving with **creativity** and **flexibility**
- utilize **resourcefulness, accountability** and **efficiency**

In an effort to streamline the credentialing, negotiation and contracting processes, Heartland for Children has developed this Network Provider Application Packet. Completion of this packet will serve as a request from the Provider to become or remain a member of the Heartland for Children Provider Network.

Directions:

Please complete the application below and submit the following documents along with any additional supporting documentation you or your agency feels would be beneficial in Heartland for Children’s review:

- Attachment A – Certifications and Assurances
- Attachment B – HIPAA Business Associate Agreement
- Copies of the program’s license(s) and licensing summary(ies) (if applicable)
- Resume (for individual Vendors)
- Copies of external monitoring reports or accreditation reports (if applicable)
- Three (3) Professional References
- Program budget and budget narrative that includes a projection of monthly income, funding sources, and expenditures (if applicable)
- Completed form W-9
- Verification of completion of Heartland for Children’s Network Provider Orientation located at: [https://heartlandforchildren.org/uploads/files/Network%20Provider%20Orientation%20Powerpoint%20\(2016\)%20-%20Final.pdf](https://heartlandforchildren.org/uploads/files/Network%20Provider%20Orientation%20Powerpoint%20(2016)%20-%20Final.pdf) (this will also be required of all direct service staff if your application is approved)

A. Program/Service Information (Attach additional sheets as needed)

Agency Name:
Location(s):
Services Description (Please provide detailed information; if necessary, you may reference and attach additional supporting documents):
Accreditation/Licenses:
Identify any Lead Community Based Care Organizations That Have Contract Agreements With This Program/Service:
Program Funding Sources (please indicate funding sources covering the proposed services included in this application):
Have You or This Program Been the Subject of Disciplinary Action by any Regulatory Agency, Lead Agency, or Accrediting Organization Within the Last Year? (Explanation Required if Yes)
Service Capacity:

<p>Please indicate hours of availability:</p>
<p>Discuss Your Success With the Target Population. Include Quantifiable Data From Performance Measures, QA/QI Studies, Etc.:</p>

B. Agency Representatives

AGENCY OFFICAL AUTHORIZED TO SIGN CONTRACTS	
Name:	
Title:	
Address:	
Phone Number:	
Fax Number:	
Email:	
AGENCY OFFICAL AUTHORIZED TO RECEIVE PAYMENTS	
Name:	
Title:	
Address:	
Phone Number:	
Fax Number:	
Email:	

C. Authorized Signature

I attest that I have reviewed and will comply with “Requirements of Contracting with Heartland for Children, Inc.” which is maintained at www.heartlandforchildren.org. I attest to the fact that the answers given by me are true and correct to the best of my knowledge and ability. I understand that any omission (including any misstatement) of material fact on this application or any document can be grounds for rejection of this application or termination of any contract awards.

Name

Title

Signature

Date

Attachment A
CERTIFICATIONS and ASSURANCES
ITN #FY23-24-001

Heartland for Children, Inc. will not award a Contract where the prospective Contractor has failed to review and sign the CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the Contractor hereby certifies the following:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- D. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- E. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- F. Trafficking Victims Protection Act of 2000**
- G. Conflict of Interest**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned Contractor 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 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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R. 98, Subpart F. I, the undersigned Vendor, attest and certify that the Vendor will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the resulting contract be given a copy of the statement required by paragraph C.1 of this certification.
4. Notifying the employee in the statement required by paragraph C.1 of this certification that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying HFC in writing ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract officer on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

D. NON DISCRIMINATION & EQUAL OPPORTUNITY (29 C.F.R. PART 37 AND 45 C.F.R. PART 80).

As a condition of the Contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45, C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Respondent receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F. R. Part 86), to the end that, in accordance with Title IX and the Regulation, no

person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Respondent receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Executive Order 11246, as amended by Executive Order 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that it is required to inform HFC immediately upon any change of circumstances regarding this status.

F. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

In accordance with the Terms and Conditions of the Health and Human Services Administration for Children and Families Child Care and Development Fund, the Vendor shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each awarded contract, under which funding is provided to a private entity, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires HFC to include a condition that authorizes HFC to terminate the contract, without penalty, if the Contractor (a) Engages in severe forms of trafficking in persons during the period of time that the contract is in effect; (b) Procures a commercial sex act during the period of time that the contract is in effect; or (c) Uses forced labor in the performance of the contract.

G. CONFLICT OF INTEREST

The Vendor certifies that they have no potential or actual conflict of interest to disclose and has had no person seeking to influence HFC in connection with this procurement.

The Vendor discloses the following potential or actual conflict of interest in connection with this procurement.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined above.

Signature of Authorized Representative

Date

Print Name and Title

Attachment B HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to HFC.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of HFC;

- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to HFC, and (b) the Business Associate and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to Covered Entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify HFC's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by HFC for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by HFC to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by HFC ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate must attain satisfactory assurance in the form of a written contract or other written agreement with their Business Associates or subcontractors that meets the applicable requirements of 164.504(e)(2) that the Business Associate or subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

- 2.1.15 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose HFC's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use HFC's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of HFC for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of HFC for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing HFC with data analyses relating to the health care operations of HFC (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon HFC's knowledge of a material breach by the Business Associate, HFC shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by HFC;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, HFC shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to Covered Entity, or other entity as specified by HFC or, if permission is granted by HFC, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at

- paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
- 5.2.1.5 Return to Covered Entity, or other entity as specified by HFC or, if permission is granted by HFC, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

By signing below, the Contractor, through the duly appointed undersigned representative, certifies and assures that it will fully comply with the applicable assurances outlined above.

Signature of Authorized Representative

Date

Print Name and Title