



Community Based Care: Hardee, Highlands & Polk Counties

Invitation to Negotiate (ITN)

ITN#: FY24/25-001

Family Support Services

Safety Management Services

Prevention, Family Preservation, and Intensive Reunification Services

**Heartland for Children, Inc.
1239 E. Main Street
Bartow, FL 33830**

www.heartlandforchildren.org

Statement of Purpose and Need

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 soliciting proposals from organizations that are qualified to provide **Family Support Services; Safety Management Services;** and/or **Prevention, Family Preservation, and Intensive Reunification Services** for Circuit 10 (Polk, Highlands and Hardee Counties). This ITN is open to all eligible organizations that meet the qualification requirements specified in this procurement announcement.

Background and General Description of the Nature of the Services:

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-driven, trauma-informed, youth-guided, community-based, integrated, outcome oriented, culturally and linguistically responsive, 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. Evidenced-based programs that are recognized as well-supported on the FFPSA clearinghouse are preferred.

During Fiscal Year 2023/2024:

- Approximately 600 children received Family Support Services.
- Approximately 160 children received Safety Management Services.
- Approximately 1000 children received Prevention, Family Preservation, and Intensive Reunification Services.

Services to be Provided: Family Support Services

The Provider will deliver fully engaging, intensive, family-centered, strength-based and solution focused in-home services aimed at restoring families in crisis to an acceptable level of functioning. Services are designed to stabilize the crisis which put children at imminent risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors. Services will include, but not be limited to, connection to community resources, mental health services, and System of Care partners; and assistance with paperwork and documents to access services

Family Support Services will be provided per the guidelines and requirements of CFOP 170-01, Chapter 4, Family Support Services. This also includes completing the corresponding FSFN tasks in the Prevention modules.

Services to be Provided: Safety Management Services

The Provider will provide fully engaging, intensive, family-centered, and strength-based and solution focused in-home services aimed at restoring families in crisis to an acceptable level of functioning. Services are designed to stabilize the crisis which put children at imminent risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors. Services will include, but not be limited to, connection to community resources, mental health services, and System of Care partners; and assistance with paperwork and documents to access services. Services will be provided per the guidelines and requirements of CFOP.

Services to be Provided: Prevention, Family Preservation, and Intensive Reunification Services

The Provider will establish a research-based home-based counseling program to address the reunification and prevention service needs in Circuit 10. The provider will serve youth with a range of behaviors including mental, emotional, and behavioral problems. This program will provide home-based therapeutic services, case management, and life skills to families who are about to be reunified with children who have been removed as well as provide post reunification services after a child has been reunified. Program goals are to reunify children into the home safely and begin aftercare planning. The program adds to HFC's existing service array by providing intensive and comprehensive home-based services to families of youth at very high risk for being placed in a foster home or residential treatment facility due to complex behavioral, clinical, educational, psychological, social and developmental needs. This also includes families of complex youth with cases that do not have a target reunification date in order to assist in reaching reunification.

The Provider will gain insight into how the goals of permanency, safety, and well-being are affected by the environment in which the family lives. The safety of the child and family will always be addressed first, with a thorough examination of immediate risks existing in the home such as drugs and weapons, as well as factors that could contribute to runaway or self-harm by the youth. Also, on-going issues that pose a threat to safety will be assessed and addressed, such as substance abuse and domestic violence.

To achieve successful permanency and well-being, the Provider will address a wide range of family needs that may include housing, healthcare, employment, substance abuse by the parents, marital relations, parenting skills, educational achievement, and other contributors to successful safety and permanency. For families with a history of abuse or neglect, parents often experience psychological problems, substance abuse, domestic violence, and/or a low commitment to parenting. The Provider's treatment strategies should be designed to help parents and extended families make significant improvements in these types of areas to ensure long-term success. The intensive, highly structured level of supervision will ensure that assessments are comprehensive, parents are engaged in treatment, and daily and weekly intervention plans are measurable, tied to long-term goals, and fit the ongoing overall assessment of the case.

The Provider will be available to their families 24 hours a day, 7 days a week to assess crisis situations, provide feedback to parents who are implementing new behavioral interventions, and support to their families in addressing urgent and critical needs. This will be an active on-call structure; immediate face-to-face assistance will be provided to the family if needed rather than simply phone support.

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 outlined in Florida Statutes, Administrative Rule, DCF CFOP, and AHCA policies (as applicable).
- The agency will provide services for clients within Polk, Highlands, and Hardee Counties (Circuit 10).

Major Goals

The Provider shall meet the applicable major program goals identified below:

- Ensure early identification and treatment of families at high risk and very high risk of child abuse and neglect.
- Prevent children from entering HFC's System of Care and/or out-of-home care.
- Work closely with CPI and monitor cases to ensure Safety Plans are being followed.
- Safety Management services are intended to actively protect the child (or children) from danger threats when the parent/caregiver cannot as part of the Safety Plan. The Safety Management Services will include one or more of the following:
 - (1) Behavior Management – this action is concerned with applying actions that control parent/caregiver behavior that is a threat to a child's safety. Services within this area include Supervision and Monitoring (oversee the people and the plan to manage safety); Stress Reduction (identify and address stressors that can influence or prompt behaviors); and Behavior Modification (attempt to limit and regulate parent/caregiver behavior in relationship to what is required in the Safety Plan).
 - (2) Crisis Management – this action is concerned with crisis resolution and prompt problem solving in order to control an impending danger so that the requirements of the Safety Plan continue to be carried out. This area is specifically concerned with intervening to bring a halt to a crisis; mobilize problem solving; control impending danger; reinforce parent/caregiver participation in the Safety Plan; and avoid disruption of the Safety Plan.
 - (3) Social Connection – this action is concerned with reducing social isolation and seeking to provide social support. Services within this area include Friendly Visiting (directed purposefully at reducing isolation and connecting parents/caregivers to social supports); Basic Parenting Assistance (attempt to teach and build specific, essential parenting knowledge and skills that affects a child's safety); Supervision and Monitoring as a Social Connection; and Social Networking (being the facilitator or "arranger" in developing a social network for the parent/caregiver).
 - (4) Resource Support – this action is concerned with the family's resources and resource utilization, the absence of which directly threatens child safety. Services within this area include Resource Acquisition (related specifically to a lack of something that affects child safety); Transportation (particularly in reference to an issue associated with a safety threat); Employment Assistance (aimed at increasing resources related to child safety); Housing Assistance (seeks a home that replaces one that is directly associated with impending danger to a child's safety); and Basic Resources (food, clothing, and general health care).

- (5) Separation – this action is concerned with creating alternatives to family routines, scheduling, demands, and daily pressure. This area is specifically concerned with taking any member or members out of the home for a period of time including a planned absence of the parent/caregiver from the home; day care; after school care; planned activities for the children that take them out of the home, and short-term child placement or respite care.
- Ensure the safety and well-being of all children under the legal custody of the Department of Children and Families while promoting permanency for all children.
- Strengthen the service delivery system through community-based care partnerships.
- Ensure the protection and safety of children by providing timely, integrated services for children and family members. Such services shall meet each family’s unique needs and capitalize on the family’s strengths.
- Work to achieve the minimum number of placements possible for children in out-of-home care, by working in collaboration with HFC’s Placement Unit, in making appropriate placements, matching the child’s strengths and challenges to the appropriate setting and caregiver, and supporting the placement.
- Ensure that services provided during out-of-home care placements enable children to reunify with their families or achieve other permanency as soon as possible, while promoting the best interest of the child, and remaining within statutory and federal guidelines.
- Provider shall completely document the provision of services and work in Florida Safe Families Network (FSFN), as applicable. The provider is responsible for ensuring records are scanned into FSFN, as appropriate and applicable, within two (2) business days of receipt/completion of the documents. The Provider shall adhere to HFC Policies and Procedures regarding information technology and data management.

Performance Measures

Below are required performance measures, subject to change. The awarded Agency will be expected to meet the applicable performance measures during the term of the Agreement.

Family Support Services:

Outcome	Indicator	Indicator Source	Data Source/ Frequency	Target	Method of Calculation
The risk of harm to children will be minimized, when providing services	Children served shall not experience a verified maltreatment while services are provided.	HFC	Pending until development of FSFN report. Currently FSFN report is under construction.	95%	# of children served who have no subsequent findings of abuse, neglect, or abandonment during services divided by the total number of children served.

Children shall remain in the home	Children served shall not experience an out-of-home care placement.	HFC	HFC Placement Reports/Provider Client List	95%	# of children served who are not placed in an out-of-home care placement divided by the total number of children served.
The risk of harm to children will be minimized	Children served shall not experience a verified maltreatment within one year of case closure.	HFC	Pending until development of FSFN report. Currently FSFN report is under construction.	95%	# of children served who have no subsequent findings of abuse, neglect, or abandonment within one year of case closure divided by the total number of children served.

Safety Management:

Outcome	Indicator	Indicator Source	Data Source/ Frequency	Target	Method of Calculation
The risk of harm to children will be minimized, when providing services	Children served shall not experience a verified maltreatment while services are provided.	HFC	Pending until development of FSFN report. Currently FSFN report is under construction.	95%	# of children served who have no subsequent findings of abuse, neglect, or abandonment during services divided by the total number of children served.
Children shall remain in the home	Children served shall not experience an out-of-home care placement while services are provided.	HFC	HFC Placement Reports/Provider Client List	95%	# of children served who are not placed in an out-of-home care placement divided by the total number of children served.
The risk of harm to children will be minimized	Children served shall not experience a verified maltreatment within one year of case closure.	HFC	Pending until development of FSFN report. Currently FSFN report is under construction.	95%	# of children served who have no subsequent findings of abuse, neglect, or abandonment within one year of case closure divided by the total number of children served.

Prevention, Family Preservation, and Intensive Reunification Services:

Outcome	Indicator	Indicator Source	Data Source/ Frequency	Target	Method of Calculation
The risk of harm to children will be minimized, when providing services	Children served shall not experience a verified maltreatment while services are provided.	HFC	FSFN and Provider data Monthly	95%	# of children served who have no subsequent findings of abuse, neglect, or abandonment during services divided by the total number of children served.
Families will have ready access to services	Families will receive a face-to-face visit within 72 hours of acceptance of the referral	HFC	FSFN and Provider data Monthly	100%	# of families who receive a face to face visit within one (1) business day of acceptance of the referral divided by the total number of families served.
Families will have ready access to services	Families who make a crisis call to the provider will receive a face-to-face visit within twenty-four (24) hours of the call	HFC	FSFN and Provider data Monthly	100%	# of families who make a crisis call to the provider that receive a face to face visit within twenty-four (24) hours of the call divided by the total number of families who made crisis calls to the provider.
Children will have stability in their placement	Children served will not experience an unplanned (less than 30 days notice) disruption in placement	HFC	FSFN and Provider data Monthly	75%	Children served not experiencing an unplanned (less than 30 days notice) disruption in placement divided by the total number served.
Children will have stability in their placement	Children served will have successful discharge from the program (stable and permanent placement in non-licensed care)	HFC	FSFN and Provider data Monthly	75%	Children served successfully discharged from the program (stable and permanent placement in non-licensed care) divided by the total number served.
Children will have stability in their placement	Children served will maintain stable placement (stable and permanent placement in non-licensed care) 1 year post successful discharge from the program	HFC	FSFN and Provider data Monthly	70%	Children served will maintain stable placement (stable and permanent placement in non-licensed care) 1 year post successful discharge from the program divided by the total number successfully discharged from the program.

ITN Process

The date and time of first official posting of this ITN is September 17, 2024 at 12:00 pm local time in Bartow, Florida.

Submission Deadline: November 15, 2024 at 2:00 pm
 Anticipated Contract Start Date: TBD

Anticipated total annual allocated funding available for award through this ITN:

	Maximum (Approximate)
• Family Support Services:	\$430,000.00
• Safety Management Services:	\$515,000.00
• Prevention, Family Preservation, and Intensive Reunification Services:	\$1,700,000.00

This ITN will result in one or more contracts. If multiple recipients are selected the total award will be divided among the contracts awarded through this procurement.

Payment methodology: To be determined based upon the proposal(s) selected and negotiated terms.

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

Response Requirements:

HFC will begin accepting responses immediately and no responses will be accepted after 2:00 pm local time in Bartow, Florida on November 15, 2024. All respondents must complete and address the items listed in parts A and B below. 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.

Part A

All responses must include the following and each Respondent will be evaluated on the criteria/elements noted below.

1. Complete and submit a coversheet (Exhibit A) indicating the service(s) being responded to in your agency's proposal.
2. 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.
3. Describe your agency's experience providing child welfare services.
4. Provide details regarding services that your agency offers in Florida and/or other states; list all current child welfare contracts by: service type; location; funder; annual budget; end date.
5. Demonstrate understanding of the ongoing requirement to align with HFC to ensure consistent and open lines of communication relating to topics including, but not limited to, systemic changes and community activities.

6. Provide details regarding experience with the application of quality assurance practices and continuous quality improvement initiatives.
7. Provide details regarding experience with documentation, reporting, and evaluation of services.
8. Describe how your agency will monitor, by case and by staff, to ensure that services are documented in FSFN, as applicable.
9. Describe staffing patterns, access procedures, data management processes and resources to ensure timely and accurate documentation of service delivery.
10. Submit a copy of your agency's current full budget and budget narrative.
11. Submit copies of your agency's most recent annual audited financial statements and management letters.
12. Describe details around the current financial status of your organization to assure HFC will be contracting with a financially secure and robust organization.
13. Describe your agency's experience in securing additional funding sources/donations to enhance service delivery to families.
14. Describe your agency's experience on maximizing state and federal funds, including Medicaid.
15. Describe your agency's experience providing Family Support Services; Safety Management Services; and/or Prevention, Family Preservation, and Intensive Reunification Services, including lessons learned based upon your experiences.
16. Provide details regarding your agency's experience working with evidence-based and trauma-informed care and/or therapeutic services and how you will infuse the essential elements into your program.
17. Describe your agency's experience working with evidence-based and trauma-informed care and/or therapeutic services and how you will infuse the essential elements into your program.
18. Provide a description of your agency's staffing structure for Family Support Services; Safety Management Services; and/or Prevention, Family Preservation, and Intensive Reunification Services.
19. Provide a detailed communication plan on how your agency would ensure timely and consistent sharing of information with referral sources and community partners/stakeholders.
20. Provide a quality management plan outlining your agency's processes for data management, case tracking, quality service delivery, and achievement of performance outcomes.
21. Attachment D of this procurement outlines the performance measures between HFC and the State of Florida Department of Children and Families. In your proposal outline how your services will achieve these measures.

Part B

Complete and submit the Network Provider Application (Exhibit B) and associated documents.

- Attachment A – Certifications and Assurances
- Attachment B – HIPAA Business Associate Agreement
- Attachment C - Certificate of Signature Authority
- Copies of the program's license(s) and licensing summary(ies) (if applicable)

- Resume (for individual Vendors)
- Copies of any external monitoring/accreditation reports completed on your agency within the past two (2) years (excluding reports completed by HFC).
- Three (3) Professional Letters of Reference
- Program budget and budget narrative that includes a projection of monthly income, funding sources, and expenditures (if applicable)
- Completed form W-9 (March 2024 version)
- Verification of completion of Heartland for Children’s Network Provider Orientation

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 2:00 pm local time in Bartow, Florida on November 15, 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. If the electronic file attachment is too large to be submitted in a single email, the Respondent may utilize multiple emails so long as all required documents are delivered to the Procurement Manager by or before the date and time specified above. **Any responses received after the date and time specified above will be excluded from further consideration.**

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/scoring of the documentation submitted, HFC will contact applicants who have been selected to move further through the process to schedule a date for an in-person presentation to the HFC Executive Management Team. All applicants should hold open the dates noted in the Schedule of events/Timeline section of this ITN for these presentations.

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

Qualification Requirements:

Mandatory contract award and performance criteria include:

- 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.
- Respondents will 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; or
- Have within a 3-year period preceding this proposal, had one or more public transactions terminated for cause or default.

Fatal Criteria

If any of these criteria are not met, the response cannot receive further consideration.

- The proposal must be received by the time and date specified in this ITN.
- The proposal must include a line-item budget with narrative justification.
- The proposal must include the following required Statements and Assurances:
 - Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Lobbying
 - Certification Regarding Drug Free Workplace
 - Nondiscrimination & Equal Opportunity Assurances
 - Certification Regarding Public Entity Crimes
 - Trafficking Victims Protection Act of 2000
 - Conflict of Interest Statement

Heartland for Children reserves the right to waive minor irregularities when to do so would be in the best interest of the project.

Evaluation Criteria and Scoring

Heartland for Children’s Reviewers will independently evaluate each submitted proposal. Presentations will be scored by a Review Panel. Scores will be allocated as noted below:

Response Categories	Relative Value	Possible Points
Proposal – Part A	60%	240
Proposal – Part B	10%	40
Presentation	30%	120
Total	100%	400

Written Questions and Answers

All questions and answers must be addressed in writing to the Procurement Manager.

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	September 17, 2024 at 12:00 pm
Questions due from respondents	October 11, 2024 at 10:00 am
Answers to questions will be posted on www.heartlandforchildren.org	October 18, 2024 at 10:00 am
Application submission deadline	November 15, 2024 at 2:00 pm
Announcement of Proposals Received 1239 E. Main Street Bartow, FL Microsoft Teams Meeting ID: 297 884 356 507 Passcode: C5LvLX	November 20, 2024 at 2:00 pm
Application review and scoring	November 20, 2024 – December 20, 2024
Presentations to be held in person with HFC Executive Management Team	January 6, 2025 – January 9, 2025
Notice of intent to award	January 17, 2025 at 10:00 am
Additional Negotiations (if needed)	January 21, 2025 – January 31, 2025
Anticipated Contract Begin Date	TBD

If awarded a contract for a service that your agency is not currently providing in Circuit 10 a transition plan will need to be developed with the current provider.

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 ITN shall contact the HFC Procurement Manager, as listed in this ITN, 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 ITN 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 **January 17, 2025 at 10:00 am** 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
kcorpus@heartlandforchildren.org

EXHIBIT A

Coversheet

In response to ITN# _____

Name of Agency Responding to this ITN: _____

Agencies are encouraged to apply for multiple services to utilize an economy of scale, thus maximizing the funding to true service delivery. Please indicate the services that your agency is responding to:

ITN# FY24/25-001:

_____ **Family Support Services**

_____ **Safety Management Services**

_____ **Prevention, Family Preservation, and Intensive Reunification Services**

ITN# FY24/25-002:

_____ **Case Management Services: In-Home Non-Judicial
Counties that the Agency would serve:**

_____ **Polk**

_____ **Highlands**

_____ **Hardee**

_____ **Case Management Services: Judicial
Counties that the Agency would serve:**

_____ **Polk**

_____ **Highlands**

_____ **Hardee**

ITN# FY24/25-003:

_____ **Specialized Therapeutic Foster Care Licensing**

EXHIBIT B
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
- Attachment C – Certificate of Signature Authority
- 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:

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

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**

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:

As the person named in the Certificate of Signature Authority as the Authorized Representative of the Contractor, _____ (legal name of Contractor), I confirm that I have fully informed myself of all terms and conditions of this ITN, the facts regarding the reply submitted by the Contractor in response to the ITN and the truth of each statement contained in Certifications (A) through (H) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.

Check the applicable box next to the title to each certification:		
True	False	
		A. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		B. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)
		C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
		D. Drug free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
		E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
		F. Certification Regarding Public Entity Crimes, section 287.133, F.S.
		G. Trafficking Victims Protection Act of 2000
		H. Statement of No Prohibited Involvement
		I. Statement of Non-Collusion
		J. Conflict of Interest (this section must be completed by Contractor)

The content of each certification named above, set forth below, is incorporated into this Certifications and Assurances as if fully recited herein and, for each certification marked “true” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed as “false.” 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

Title

A. CERTIFICATION OF BINDING REPLY AND ACCEPTANCE OF TERMS OF ITN AND CONTRACT DOCUMENT.

I hereby certify that the Contractor's reply submitted in response to HFC's ITN is binding on the Contractor in accordance with the terms of the ITN. If awarded any contract as a result of the ITN, the Contractor will comply with the specifications, terms, and conditions stated in the ITN and the contract document.

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

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

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

1. The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

C. 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 or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* 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 that required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. 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 and section 287.087, Florida Statutes, 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.

E. 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.

F. 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.

G. 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.

H. STATEMENT OF NO PROHIBITED INVOLVEMENT

I hereby certify that no member of this agency or any person having interest in this agency has: Been awarded a contract as described in subsections 287.057(17)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project, participated in drafting of an ITN for this specific project, or developed a program for future implementation of this project.

I. STATEMENT OF NON-COLLUSION

I hereby certify that all persons, companies, or parties interested in the ITN as principals are named therein, that the Contractor's reply is made without collusion with any other Contractor.

J. 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:

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 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, 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

Attachment C
CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B

Vendor is not a sole proprietorship (Complete Section A)

Vendor is a sole proprietorship (Complete Section B)

Section A

I, _____ (name) hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to HFC and sign all documents submitted on behalf of the above-named Vendor in response to this ITN, and, in so doing, to bind the named Vendor to the statements made therein.

Signature

Printed Name

Title

Date

NOTE: in lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.

Section B

I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the reply submitted in response to this ITN.

Signature

Printed Name

Title

Date

Attachment D
MINIMUM PERFORMANCE MEASURES
DCF-HFC Contract No. TJ508

Ref#	Category	Measure Description	Standard	Report Period
System-Wide Metrics				
1.	Safety	Children with no recurrence of verified maltreatment within 12 months of a prior verified maltreatment	90.3%	The month ending 15 months prior to the end of the report month. (e.g., March 1, 2020 - March 31, 2020, for the month ending June 30, 2021).
2.	Permanency	Children achieving permanency within 12 months of entering care.	35.2%	The month ending 12 months prior to the end of the report month (e.g., June 1 through June 30, 2019, for the report month ending June 30, 2020).
3.	Permanency	Children achieving permanency within 12 months for children in Out-of-home care between 12 and 23 months.	43.8%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the report month ending June 30, 2020).
4.	Permanency	Children achieving permanency within 12 months for children in out-of-home care for 24 months or more	37.3%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the report month ending June 30, 2020).
5.	Permanency	Children who do not re-enter foster care within 12 months of moving to a permanent home.	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. (e.g., October 1 to September 30 for the 12-month period ending September 30).
Case Management – Quantitative Metrics				
6.	Safety	Rate of children not abused or neglected while in out-of-home care.	<=9.07	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report month ending September 30, 2020).

Ref#	Category	Measure Description	Standard	Report Period
7.	Safety	Percent of children not abused or neglected while receiving in-home services.	95%	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report month ending September 30, 2020).
8.	Well-Being	Percent of children under supervision who are seen every 30 days.	99.5%	The month ending as of the end of the report month (e.g., June 1, 2020 – June 30, 2020, for the month ending June 30, 2020).
10.	Permanency	Rate of children's placement moves per 1,000 days in foster care.	< 4.5	The twelve (12) month period ending as of the end of the report month (e.g., April 1, 2017, to March 31, 2018 for the report month March 2018).
11	Permanency	Percent of children placed with relatives or nonrelatives.	60%	The last day of the report month.
12.	Permanency	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report month.
13.	Permanency	Number of children with finalized adoptions during each state fiscal year (SFY) ending June 30. SFY 2023-24 SFY 2024-25 SFY 2025-26 SFY 2026-27 SFY 2027-28	TBD TBD TBD TBD TBD	Monthly: Performance through the end of the month prior to the report month Fiscal Year to Date: Same as monthly.
Case Management – Qualitative (Life of Case) Metrics				
The Department will be monitoring to establish a baseline system of measure across the state for the annual accountability system. The Department will waive performance penalties for qualitative measures until a baseline is established and targets are set for progressive performance improvement.				
14.	Safety	Item 2: Services to Prevent Removal	90%	The month ending as of the end of the report month.
15.	Safety	Item 3: Risk and Safety Assessment and Management	90%	The month ending as of the end of the report month.

Ref#	Category	Measure Description	Standard	Report Period
16.	Permanency	Item 4: Stability of Foster Care Placement	90%	The month ending as of the end of the report month.
17.	Permanency	Item 5: Permanency Goal of the Child	90%	The month ending as of the end of the report month.
18.	Permanency	Item 6: Achieving Reunification, Guardianship, Adoption, Or Other Planned Permanent Living Arrangement	90%	The month ending as of the end of the report month.
19.	Permanency	Item 7: Placement with Siblings	90%	The month ending as of the end of the report month.
20.	Permanency	Item 8: Visiting with Parents and Siblings in Foster Care	90%	The month ending as of the end of the report month.
21.	Permanency	Item 9: Preserving Connections	90%	The month ending as of the end of the report month.
22.	Permanency	Item 10: Relative Placement	90%	The month ending as of the end of the report month.
23.	Permanency	Item 11: Relationship of Child in Care with Parents	90%	The month ending as of the end of the report month.
24.	Well-Being	Item 12: Needs and Services of the Child Parents, and Foster Parents	90%	The month ending as of the end of the report month.
25.	Well-Being	Item 13: Child and Family Involvement in Case Planning	90%	The month ending as of the end of the report month.
26.	Well-Being	Item 14: Caseworker Visits with the Child	90%	The month ending as of the end of the report month.

Ref#	Category	Measure Description	Standard	Report Period
27.	Well-Being	Item 15: Caseworker Visits with Parents	90%	The month ending as of the end of the report month.
28.	Well-Being	Item 16: Educational Needs of the Child	90%	The month ending as of the end of the report month.
29.	Well-Being	Item 17: Physical Health Needs of the Child	90%	The month ending as of the end of the report month.
30.	Well-Being	Item 18: Mental/Behavioral Health Needs of the Child	90%	The month ending as of the end of the report month.