

RESOLUTION NO. 2024 -218

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 1596; FAMILY STABILIZATION SERVICES TO BAY AREA YOUTH SERVICES, INC. AND EXECUTE AN AGREEMENT COMPLIANT WITH THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILYS FOR PROVIDING FAMILY STABILIZATION SERVICES.

RECITALS

WHEREAS, St. Johns County has entered into a contract with the Florida Department of Children and Families (DCF), relating to the administration and delivery of protective services, supervision, and social services, to children and families residing in the County who are referred to DCF.

WHEREAS, The County is responsible for coordinating all necessary services for children and their families who are enrolled in programs supported by the County's Health and Human Services Department. The County may elect to engage eligible providers to deliver quality child welfare services, on behalf of the County, to the citizens of St. Johns County.

WHEREAS, through the County's formal RFP process, Bay Area Youth Services, Inc., was identified as the responsive, responsible firm, and County staff has negotiated the scope and terms and conditions for an Agreement, compliant with DCF requirements, to provide Family Stabilization Services within the County; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose; and

WHEREAS, the project will be funded by the funds received from DCF.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP No: 1596; to Bays Area Youth Services, Inc., as the responsive, responsible firm.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute the Agreement in substantially the same form and format as the attached draft for the provision of Family Stabilization Services.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

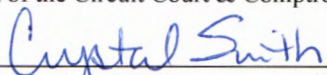
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 21st day of May, 2024.

Rendition Date MAY 23 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



**Contract between
St. Johns County, Florida
and
Safe Families for Children – Florida, LLC**

THIS CONTRACT is entered into between St. Johns County, Florida, a political subdivision of the state of Florida ("SJC"), as the Lead Agency for child welfare services in Circuit 7 and Bay Area Youth Services, Inc. a not for profit corporation registered to do business in the state of Florida ("Provider").

SJC has entered into a contract with the Florida Department of Children and Family Services, relating to the administration and delivery of protective services supervision and social services to children and families in St. Johns County who are referred to SJC by DCF; SJC is responsible for providing and coordinating all services for children and their families with multiple needs who are enrolled in SJC and are served by multiple providers; the Provider is in the business of delivering quality child welfare services; and SJC and the Provider mutually desire that the Provider deliver child welfare services to clients (as defined below) in a cost-effective manner consistent with quality care.

NOW THEREFORE, in consideration of the mutual undertakings and contracts hereinafter set forth, SJC and the Provider agree as follows:

SECTION ONE: ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Authority: Section 409.1671, F.S., authorizes the Florida Department of Children and Families (DCF or the "Department") to contract for community- based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. SJC is the contracted provider of child welfare services within St. Johns County in accordance with this statute.

1.2 Purpose and Contract Amount: SJC is engaging the Provider for the purpose of providing all components of the Family Stabilization Services program, which supports youth involved with, or at risk of being involved with, the Juvenile Justice System, for the purpose of preventing the removal of youth from their homes and reuniting youth with their families, as further described in Attachment I attached hereto and incorporated herein by reference. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract and as further described in Attachment I. Except advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm compliance with this Contract. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by SJC to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks. Services provided under this Contract are payable as describe herein and in Attachment I, in an amount not to exceed \$305,000.00 per year.

1.3 Official Payee and Party Representatives:

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be made is:

Name: Bay Area Youth Services, Inc.
Address: 3104 Cherry Palm Drive
City: Tampa State: FL Zip Code: 33619
E-mail: robert.patterson@bayskids.org
Phone: (813) 372-9235

b. The name, address, telephone number and e-mail address of the Provider's representative responsible administration of the program under this Contract is:

Name: Robert Patterson
Address: 3104 Cherry Palm Drive
City: Tampa State: FL Zip Code: 33619
E-mail: robert.patterson@bayskids.org

c. The name address, telephone number and email address of the SJC Contract Manager for this Contract is:

Name: Raechel Meeks
Address: 200 San Sebastian View, Suite 2300
City: St. Augustine State: FL Zip Code: 32084
E-mail: rmeeks@sicfl.us
Phone: (904) 209-6094

d. The name of contact person, address, telephone number, and email address where the Provider's financial and administrative records are maintained:

Name: Elvin Martinez
Address: 3104 Cherry Palm Drive
City: Tampa State: FL Zip Code: 33619
E-mail: elvin.martinez@bayskids.org

1.4 Effective and Ending Date: This Contract shall be effective on July 1, 2024, or the last date executed by a party, whichever is later, and it shall end at midnight, Eastern Standard Time, on June 30, 2025, subject to the survival of terms provisions of Section 7.4 hereof. This Contract may be renewed in accordance with ss. 287.057(13) or 287.058(1)(g), F.S. This contract may be auto-renewed for two, one-year terms. Such renewal shall be made by mutual agreement of the parties and shall be contingent upon satisfactory performance evaluations as determined by SJC and shall be subject to the availability of funds. Any renewal shall be in writing as an amendment to this Contract and subject to the same terms and conditions as set forth in this initial Contract.

1.5 Contract Document: The Provider shall provide services in accordance with the terms and conditions specified in this Contract including Attachments I-VI and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

SECTION TWO: STATEMENT OF WORK

2.1 Statement of Work: The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract and as further described in Attachment I. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Attachment I will be equitably adjusted by SJC to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.2 Performance Measures: To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Attachment I. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under this Contract must meet these minimum performance measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, SJC, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of SJC within the prescribed time, and if no extenuating circumstances can be documented by the Provider to SJC's satisfaction, SJC must terminate the Contract. SJC has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

SECTION THREE: PAYMENT, INVOICE, AND RELATED TERMS

3.1 Payment for Services: SJC shall pay for contracted services performed by the Provider during the service period of this Contract according to the terms and conditions of this Contract not to exceed the amount specified in Attachment I, subject to the availability of funds and SJC's determination of satisfactory performance of all terms by the Provider. The provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this Contract. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by SJC per Section 3.2 and shall remain subject to subsequent audit or review to confirm Contract compliance. SJC's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.2 Prompt Payment and Vendor Ombudsman: Per section 215.422, F.S., SJC has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. SJC determination of acceptable services shall be conclusive. SJC receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by SJC or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

3.3 Compensation for Services: For services rendered to clients in accordance with the terms of this Contract, and for fulfillment of the Provider's other obligations under this Contract, the Provider shall accept as payment in full the amount or amounts set forth in the fee schedule for such services, outlined in Attachment I of this Contract. Payment to the Provider will be made within 30 days after SJC's receipt of a timely and properly completed invoice. SJC reserves the right to make estimated payments prior to the completion of the service period with subsequent monthly reconciliation to actual expenditures as deemed prudent in the normal course of business.

SJC will not pay the Provider for services not rendered due to unplanned absences, including days or times that a client is absent due to hospitalization. SJC shall make the final determination as to whether services have been delivered after consultation with the Provider.

3.4 Invoices: The Provider shall submit an invoice to SJC on a monthly basis through submission of a properly completed invoice within five (5) days following the end of the month for which reimbursement is being requested. Each invoice shall at a minimum include, description of services rendered and/or name of child, date of birth, social security number, contract number, month of service, Provider's address, and FEID and/or SSN Number. The Provider is not obligated to use a SJC invoice as long as this information is provided at the time of billing. The Provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this contract. SJC shall not be obligated to make any payment to the Provider if the Provider does not follow SJC's billing procedures, unless and until necessary corrections are made by the Provider.

3.5 Final Invoice: The final invoice for payment shall be submitted to SJC no more than 30 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and SJC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by SJC.

3.6 Financial Consequences: If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, SJC will apply financial consequences provided for in Section 6. The parties agree that the penalties provided for under Section 6 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until

deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 6 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.7, to the extent of such error.

3.7 Overpayment and Offsets: The Provider shall return to SJC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by SJC and any interest attributable to such funds. Should repayment not be promptly made upon discovery by the Provider or its auditor or upon written notice by SJC, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by SJC to not be in full compliance with Contract requirements shall be deemed overpayments. SJC shall have the right at any time to offset or deduct from any amount due under this or any other contract or agreement any amount due to SJC from the Provider under this or any other contract or agreement. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to SJC any unused funds; any accrued interest earned; and any unmatched grant funds; as detailed in the Final Financial Report, no later than 30 days following the ending date of this Contract.

SECTION FOUR: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations: In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules, Children and Families Operating Procedures (CFOPs), regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 8.1 of this Contract. The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.2 State Policies: The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments:

a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind SJC or the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. SJC will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by SJC in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

c. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of SJC, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

d. SJC shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to a governmental agency in the State of Florida or to a provider of SJC's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and SJC.

e. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that SJC shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from SJC, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from SJC in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnification: The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, SJC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and attorney's fees, arising out of or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement and alleged to be caused in whole or in part by the Provider, its agents, employees, partners, or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omission of SJC or the Department.

Further, the Provider shall fully indemnify, defend, and hold harmless the Department and SJC from any suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to the Department's and/or SJC's misuse or modification of the Provider's products or the Department and/or SJC operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become a subject of such a suit, the Provider may at its sole expense procure for the Department and/or SJC the right to continue using the product or to modify it to become non-infringing. The Department and/or SJC shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department and/or SJC the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department and/or SJC determines to be of equal or better functionality or be liable for the Department's and/or SJC's cost in so doing.

The Provider's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department and/or SJC giving the Provider (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Provider's sole expense, (3) assistance in defending the action at the Provider's sole expense. The Provider shall not be liable for any cost, expense, or compromise incurred or made by the Department and/or SJC in any legal action without the Provider's written consent, which shall not be unreasonably withheld.

The Provider shall indemnify the Department and/or SJC for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record including litigation initiated by the Department and/or SJC.

The Provider shall include in all subcontracts and require the subcontractors providing foster care and related services, include the requirement that such contracted entities indemnify, defend, and hold harmless the Department, SJC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department and/or SJC. The language in this section notwithstanding, in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department and/or SJC negligent shall excuse the Provider of performance under this provision, in which case the Department and/or SJC shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department and/or SJC be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

The indemnification responsibilities defined in this provision shall survive expiration or termination of this Contract.

4.5 Insurance: The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract, and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, The Provider shall furnish SJC written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. SJC reserves the right to require additional insurance as specified in this Contract.

The Provider shall through contract require that its' subcontractors maintain insurance in accordance with section 409.993, F.S., and any subsequent amendments to the statute and the following requirements:

- a. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with

the same limits and any other requirements of the statute for general liability insurance. The Provider and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Provider and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give SJC and the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or non-renewal.

- b. The Provider shall, and through contract, require its subcontractors to provide, SJC and the Department with Acord® 25 certificates of liability insurance naming SJC as an additional insured and certificate holder and the Department as a certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Provider authorized representative, that the Provider is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by SJC of the adequacy of such policies to comply with these requirements.

The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract.

The Provider shall obtain and maintain, at its expense, at all times throughout the term of this Contract, one or more policies of professional liability and commercial general liability insurance with an insurance company or companies licensed in the State of Florida. The policies will have limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider, its employees, agents, independent contractors, volunteers and/or students. The Provider agrees to maintain insurance for general, professional, and non-owned automobile liability per 409.993, F.S. during the existence of this Contract and any renewal(s) and extension(s). Upon the execution of this Contract, the Provider shall provide SJC and the Department with Acord® 25 certificates naming SJC as an additional insured and certificate holder and the Department as a certificate holder. The Provider shall furnish written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. Within 30 days of execution of this Contract, the Provider shall submit the signed Insurance Attestation form.

4.6 Notice of Legal Actions: The Provider shall notify SJC of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver **the contractual services, or that may adversely impact SJC**. The Provider shall notify the SJC Contract Manager within ten (10) days of the Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

4.7 Intellectual Property: All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents, and subcontractors in relation to this Contract, are works for hire for the benefit of SJC and the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that SJC and the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- a. If the Provider uses or delivers to SJC or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by SJC and the Department its employees, agents, or contractors during the term of this Contract and perpetually thereafter.

- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

4.3 Transition Activities: Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a SJC approved Transition Plan, which shall be developed jointly with the new provider in consultation with SJC.

In the event that SJC's contract with the Department is terminated, the Provider shall provide reasonable cooperation in transitioning SJC's responsibilities under this Contract and under the DCF contract to any other person or entity selected by the Department to assume such responsibilities.

4.9 Real Property: Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, if the Provider disposes of the property before SJC's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

4.10 Publicity: Without limitation, the Provider and its employees, agents, representatives will not, without prior SJC and/or the Department's written consent in each instance, use in advertising, publicity or any other promotional endeavor, any SJC or State mark, the name of SJC or the State agency or affiliate or any officer or employee of SJC or the State or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by SJC or the State of Florida, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship: As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), SJC and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families and SJC" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts: The Provider agrees that it will not offer to give or give any gift to any SJC or Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to SJC or the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements: The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident (as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, Mandatory Reporting Requirements of the Office of Inspector General, which may be obtained from the Contract Manager. Reportable incidents per CFOP 180-4 are:

- a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect, or death.
- b. Fraud.
- c. Theft.
- d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the circuit.
- e. Falsification of official records (e.g., intentional alteration of State documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.).
- f. Misuse of position or State property, employees, equipment or supplies, for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on State property, conspiracy to conceal State property, misuse of the Internet to conduct personal business as defined in policy, etc.).
- g. Failure to report known or suspected neglect or abuse of a client.
- h. Improper expenditure or commitment of public funds.
- i. Contract mismanagement by a SJC employee or a contractor, subcontractor, or employee of either (e.g., waste, misuse, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that State or Federal laws, or State rules or Federal regulations have been violated, etc.).

j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.).

k. Any violation under Chapter 435, F.S., Employment Screening that would result in a disqualification from client contact duties (e.g., conviction for murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and/or neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to the delinquency of a minor, or other disqualifying offense).

l. Any other wrongdoing that would be violation of statute, rule, regulation, or policy, excluding job performance and related deficiencies.

4.14 Employment Screening: The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law to be screened in accordance with chapter 435, F.S. and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks.
- b. Fingerprinting for all criminal record checks.
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE).
- d. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed with the employer.

The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

The Department and SJC require, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted with the Contract or sub-contract provider".

4.15 Human Subject Research: The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 U.S.C. §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services: Section 287.0575, F.S., mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.057(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their Contract Manager(s). The list must include the following information:

- a. Name of each contracting state agency and the applicable office or program issuing the contract.
- b. Identifying name and number of the contract.
- c. Starting and ending date of each contract.
- d. Amount of each contract.
- e. A brief description of the purpose of the contract and the types of services provided under each contract.
- f. Name and contact information of each Contract Manager.

SECTION FIVE: RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections, and Investigations:

a. The Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SJC under this Contract. Upon demand, at no additional cost to SJC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period. These records shall be made available at all reasonable times for inspection, review, copying,

or audit by Federal, State, or other personnel duly authorized by SJC or the Department.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to SJC.

c. At all reasonable times for as long as records are maintained, persons duly authorized by SJC, the Department and Federal auditors, pursuant to **2 CFR, section R § 200.336**, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

d. A financial and compliance audit shall be provided to SJC as specified in this Contract and in Attachment III.

e. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

f. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers, or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action: The Provider shall permit all persons who are duly authorized by SJC and the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Contract, and to interview any clients, employees, and subcontractor employees of the Provider to assure SJC of the satisfactory performance of the terms and conditions of this Contract. Following such review, SJC may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in SJC's direction. This provision will not limit SJC's choice of remedies under law, rule, or this Contract.

As lead agency, SJC shall be the primary holder of this Contract for services rendered under the terms and conditions of this Contract since the Provider's agency/facility/program is residence of St. Johns County. Other lead CBC's who utilize the Provider for these same services may utilize SJC monitoring report(s) in lieu of conducting a separate monitoring by their agency of the Provider.

5.3 Utilization Review and Quality Management Programs: Upon request, the Provider shall document aggregate and individual data in a timely and accurate fashion in order to assist SJC in evaluation of the effectiveness of services delivered by the Provider as well as the Provider's compliance with this Contract. In addition, the Provider shall participate upon request and reasonable notice in regular evaluation, quality assurance and improvement activities performed by SJC, and any other licensing and/or accrediting body during the term of this Contract.

5.4 Provider's Confidential and Exempt Information : By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of SJC, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by the Provider of trade secret (proprietary) confidentiality for any information contained in the Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to SJC in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

- a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- b. SJC, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, SJC is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.5 Health Insurance Portability and Accountability Act: The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract. In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment VI to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractor's incidental to the Provider's performance of this Contract.

5.6 Information Security: The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the SJC's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff who have access to Departmental information.
- c. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Non-Disclosure Agreement Form CF-112 annually. A copy of Form CF-112 may be obtained on the DCF Website or from the Contract Manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.
- e. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by SJC and the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.5 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

5.7 Public Records: The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which SJC may unilaterally terminate the Contract.

As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of SJC within the meaning of section 119.011(2), F.S., the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by SJC in order to perform the service.
- b. Upon request from SJC custodian of public records, provide to SJC a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to SJC.
- d. Upon completion of the Contract, transfer, at no cost, to SJC all public records in possession of the Provider or keep and maintain public records required by SJC to perform the service. IF the Provider transfers all public records to SJC upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SJC, upon request from SJC's custodian of public records, in a format that is compatible with the information technology systems of SJC.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-209-0850, OR BY EMAIL AT publicrecords@sicfl.us, OR BY MAIL AT: St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084.

SECTION SIX: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action: In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), should SJC require a corrective action to address noncompliance under this Contract, incremental penalties listed in Section 3 shall be imposed for the Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from SJC to complete corrective action but shall not exceed ten (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict SJC's application of any other remedy available to it under law or this Contract.

The increments of penalty imposition that shall apply, unless SJC determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action, in accordance with the following standards:

- a. Noncompliance that is determined by SJC to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- b. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.
- c. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event that nonpayment, SJC may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination:

- a. This Contract may be terminated without cause by SJC upon no less than 30 days' notice, and by the Provider upon no less than 270 calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the Contract Manager of the representative of the Provider responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the Transition Planning requirements with the other party within 30 calendar days' of making such notification. This provision shall not limit SJC's ability to terminate this Contract for cause according to other provisions herein.
- b. In the event funds for payment pursuant to this Contract become unavailable, SJC may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. SJC shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, SJC may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the SJC or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by SJC specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, SJC may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so to terminate the Contract. SJC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. SJC's waiver of any one breach of any provision of this Contract shall

not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit SJC's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with SJC in a manner satisfactory to SJC will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with SJC, been notified by SJC of the unsatisfactory performance and failed to timely correct the unsatisfactory performance to the satisfaction of SJC; or (2) had a contract terminated by SJC for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

e. In the event that this Contract is terminated, regardless of the circumstances of termination, the Provider shall continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms

of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 9.4 (Client Information), Section 5.7 (Records: Access, Audits, and Retention), Section 4.4 (Provider Indemnification) and Section 6.3 (Dispute Resolution) shall survive the termination of this Contract, continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 9.4 (Client Information), Section 5.7 (Records: Access, Audits, and Retention), Section 4.4 (Provider Indemnification) and Section 6.3 (Dispute Resolution) shall survive the termination of this Contract.

f. If this Contract is for an amount of \$1 Million or more, SJC may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, SJC may terminate this Contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 7 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.3 Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the SJC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. The parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Provider's Chief Executive Officer (CEO) and SJC's Chief Executive Officer (CEO). Upon referral, the CEOs shall confer to resolve the issue.

After receipt of a petition for alternative dispute resolution SJC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in Section 6.3, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

SECTION SEVEN: OTHER TERMS

7.1 Governing Law and Venue: This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be as provided in the Seventh Judicial Circuit.

7.2 No Other Terms: There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms: If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms: Unless a provision hereof, all provisions of this Contract concerning obligations of the Provider and remedies available to SJC survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment. Payments received during the term of this Contract are consideration for such performance. Given the nature of this Contract, the Provider is expected to have continuing duties that survive the ending date or earlier termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments. Absent completion of surviving terms, the Provider may not change its corporate status in any manner without SJC approval.

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

7.6 Anticompetitive Agreements: The Provider will not offer, enter into nor enforce any formal or informal agreement with any

person, firm, or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to SJC or a provider of services to SJC.

7.7 Communications: Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, such communication includes email, and attachments thereto are deemed received when the email is received except for notices of termination per Section 6.2.

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

7.9 Transitioning Young Adults: The Provider understands SJC's interest in assisting young adults aging out of the dependency system. SJC and the Department encourage Provider participation with the local Community-Based Care Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. SJC and the Department encourage Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Related Party Transactions and Conflict of Interest: The Provider's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Provider, its staff, its Board of Directors, and its subcontractors.

7.12 Unauthorized Aliens: Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by SJC for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.

7.13 Civil Rights Requirements: These requirements shall apply to the Provider and all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited: The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

7.15 Public Entity Crime and Discriminatory Contractors: Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements: In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE: Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the

Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

7.18 Recycled Products: The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.

7.19 Media: The Provider shall coordinate with SJC in providing information in response to media inquiries concerning this Contract and/or services provided under this Contract. Media includes television, newspaper, radio, and the Internet. The Provider shall not use the media to resolve conflicts or disputes concerning this Contract. Before responding to a media inquiry, the Provider shall make reasonable efforts to notify SJC of such inquiry. The Provider shall not submit press releases, call press conferences or initiate media coverage concerning this Contract or services provided under this Contract without first informing SJC of its intended action and seeking SJC's approval. Nothing in Section 50, however, shall be construed or interpreted as prohibiting the Provider from responding to media inquiries concerning this Contract or services provided under this Contract.

7.20 Grievance System: SJC shall maintain a grievance procedure for clients, their families, custodians, and guardians. Complaints received by SJC concerning services rendered by the Provider shall be resolved in accordance with SJC procedure. The Provider shall submit the appropriate information necessary to resolve client grievances, attend hearings and otherwise cooperate with SJC in the resolution of client complaints. If a complaint is made by or on behalf of a client to the Provider, the Provider shall notify the SJC client relations designee, who will handle the complaint according to SJC policy and procedure.

7.21 Licensure: The Provider represents and warrants that for the duration of this Contract that the Provider will remain duly licensed and/or certified in accordance with the laws of the state of Florida and as may be applicable for the provision of services to clients. The Provider shall provide to SJC evidence of any license and/or certification that is required by law to permit the Provider to provide the services covered by this Contract. The Provider shall notify SJC immediately if Provider's license and/or certification to practice is/are restricted, suspended, revoked, or otherwise terminated.

7.22 Coordination of Benefits: The Provider shall cooperate fully with SJC in providing information and performing tasks necessary to receive reimbursement from any applicable third-party payers and in all other matters relating to proper coordination of benefits. If the Provider receives any payment from a third-party payer for services delivered to a client that have been paid by SJC (i.e., "double billing"), then the payment to the Provider from SJC for subsequent invoices will be reduced by the amount paid by the third-party payer. If there are no subsequent invoices, the funds will be subject to recoupment.

7.23 Liaison: SJC shall act as the sole liaison between the Provider and DCF involved with any client in matters related to the operation of the System of Care.

7.24 Provider Agrees:

a. To provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute the Contract document. Such services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The Provider shall not be held responsible for non-compliance with Contract terms where an authorized agent of SJC has waived compliance in writing.

b. To modify its services to meet the needs of any particular client prior to considering an unsuccessful discharge of such client. The Provider acknowledges that the goal of SJC is to promote flexibility and specialization of treatment on an individual client basis. The Provider shall assist SJC in striving to attain this goal as well as to assist SJC, on a system-wide basis, in identifying and developing new services to meet the needs of clients.

c. To comply with all federal, state, and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case planning, placing clients in substitute care, risk assessments, safety planning for clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and the Florida Rules of Juvenile Procedure. The Provider shall comply with all revisions, amendments, modifications and additions to federal, state, and local laws and rules related to subjects identified in this Section 54. The Providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

d. In the event that SJC retains the services of a lawyer to enforce any right under this Contract, or SJC is required to appear in any action in connection with this Contract, such as any Bankruptcy proceeding in order to collect hereunder or make a claim therein, the Provider agrees to pay all accompanying reasonable attorney fees and costs incurred by SJC associated with any such litigation.

e. The provider shall, without additional compensation, as a normal and necessary part of the services to be performed under this Contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of SJC, the Department or other courts as indicated periodically.

7.25 Pending Litigation: SJC will consult with the Provider regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Provider to undertake or change any position in any case. The Provider shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered. The Provider will notify SJC of all lawsuits related to this Contract or services, within ten calendar days of receipt of service.

7.26 Force Majeure: Neither party shall be deemed to be in violation of this Contract if such party is prevented from performing any of its obligations for a period not to exceed 30 days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule, or action of any federal, state or local government.

7.27 Severability of Agreement: If any term or provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

SECTION EIGHT: FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law: The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, **2 CFR, Part 200**, and other applicable regulations.

If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

If this Contract contains over \$100,00 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to SJC.

No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IV. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient" as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA): The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and received more than \$25 million in total federal funding.

The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and subrecipients.

8.3 Federal Whistleblower Requirements: Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

SECTION NINE: CLIENT SERVICES APPLICABILITY

9.1 Client Risk Prevention: The Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan: If the tasks to be performed pursuant to this Contract include the physical care or supervision

of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following SJC's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. SJC agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, SJC may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing: The Provider and its subcontractors, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the SJC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with of Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice is available at: <http://www.myffamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute the Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

SJC and the Department requires each contract/subcontract provider agency's direct service employees to complete training on servicing our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information: – Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractor's incidental to performance under this Contract.

State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 42 200.303, and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR § 431.300-306, 45 CFR § 205.

A summary of Florida Statutes providing for confidentiality of this, and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Criminal Offenses/Disciplinary Actions: The Provider represents and warrants that the Provider, its employees, agents and independent contractors who provide direct care to clients have never been convicted or entered a plea of guilty or nolo contendere

("no contest") to any criminal offense against clients served or charge described in subparagraph (c) below of this Contract, regardless of an adjudication of guilt, or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. The Provider agrees, and will require each of such employees, agents, and independent contractors, and each of its volunteers and students, to authorize SJC to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by the Provider and by all its agents, employees, independent contractors, volunteers, and students used by the Provider to provide Services.

The Provider will utilize only employees, independent contractors, volunteers, or students to provide direct care to clients who have signed an affidavit of moral character and who have undergone a criminal background check.

The Provider shall complete criminal background checks on all employees, agents, and independent contractors, as well as all volunteers, interns, and students, in accordance with 435 F.S. The Provider shall decline to hire or will fire any such persons to assure to the fullest extent possible that no individual who has entered a plea of guilty or nolo contendere ("no contest") for any drug- related offense, any crime of violence, any sexual offense, any form of abuse or neglect against children or child endangerment, regardless of an adjudication of guilt, is left unsupervised with clients.

The Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and police checks, and training methods for employees, agents, independent contractors, volunteers, and students. The Provider shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

9.6 Drug Free Workplace: The provider shall maintain a drug free workplace pursuant to Section 440.102, F.S., and shall implement appropriate policies and procedures to ensure compliance therewith.

9.7 Transportation: The Provider agrees that any employee, agent, independent contractor, volunteer, or student who transports clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport clients, will have the appropriate automobile liability insurance. The Provider shall have automobile insurance for vehicles the Provider owns or leases. All applicable automobile insurance policies will have a limit of not less than one hundred thousand dollars (\$100,000) per claim and three hundred thousand dollars (\$300,000) in the annual aggregate.

9.8 Major Disasters and Emergencies: The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

9.9 Cultural Competence: The Provider will not discriminate in the treatment of clients or delivery of services, either in the quality, quantity or type of services rendered or in any other manner, on the basis of race, color, religion, sex, sexual preference, age, disability, national origin, ancestry, place of residence, health status, need for services or source of payment for services rendered. The Provider will observe, protect, and promote the rights of clients. The Provider shall develop and carry out a program to develop the cultural competence of its employees, agents, and independent contractors, if any, to assist them in providing services in a manner that respects the diversity of clients. Diversity includes diversity in race, national origin, gender, sexual orientation, ethnicity, culture, religion, socioeconomic status, educational level, and physical and intellectual abilities. The Provider will provide services under this Contract in a manner sensitive to the diversity of clients.

9.10 No Reject/No-Eject: The Provider acknowledges that SJC maintains a "No-Reject/No-Eject" policy and the Provider agrees to use its best efforts to accommodate such policy. The Provider may not reject or discharge a client for whom it has the skill and capacity to provide services outlined in this contract. The Provider must be willing to continue working with clients in spite of client's efforts to sabotage progress. (By signing this Contract, the parties agree that they have read and agree to the entire Contract).

IN WITNESS WHEREOF, the parties hereto have cause this **114** page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS:

Signature

Signature

Date

Date

Name

Leigh A. Daniels, CPPB
Name

Title

Purchasing Manager
Title

Mailing Address:

Bay Area Youth Services, Inc.
3104 Cherry Palm Drive
Tampa, FL 33619

Mailing Address:

St. Johns County BOCC
500 San Sebastian View
St. Augustine, Florida 32084

Federal EID# or SSN: 59-2184150

Provider Fiscal Year Ending Date: June 30, 2024

Attachment I	RFP No. 1596 Family Stabilization Services
Attachment II	Proposal Submitted by Bay Area Youth Services, Inc.
Attachment III	Pricing
Attachment IV	Civil Rights Compliance Questionnaire
Attachment V	Audit Attachment
Attachment VI	Certification Regarding Lobbying Form
Attachment VIII	HIPA Requirement



DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Corporate Mailing Address		
City, State, Zip Code		Main Telephone Number
DCF Contract(s) Number(s)	Total Contract(s) amount \$	Total amount of federal funding \$
Total amount of state funding \$		
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.		
Completed By (name and title)	Telephone Number	Date Completed

PART I.

1. Describe the geographic area served and the type of service(s) provided:

2. Population of Area Served. List source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male

3. Staff Currently Employed. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

4. Number of Clients Participating or Served. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? [Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.] If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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PART III. (Use a separate sheet of paper for any explanations requiring more space.)

<p>13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months.</p>	
<p>14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.</p>	
<p>23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEO)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEO certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEO and/or certification.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager		Date Reviewed by Contract Manager	
Contract Manager Name/Signature		Telephone Number	
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date	Response Received Date	
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	Civil Rights Officer Name/Signature		

ATTACHMENT III

The administration of resources awarded by SJC to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, SJC may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by SJC staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by SJC. In the event SJC determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SJC regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to SJC's contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the SJC's contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from SJC, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with SJC in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due SJC shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$750,000 or more for fiscal years beginning on or after July 1, 2016 in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the SJC's contract manager. In the event the recipient expends less than \$750,000 for fiscal years beginning on or after July 1, 2016 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the SJC's contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from SJC, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with SJC in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due SJC shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: SJC

This part is applicable if the recipient is a profit or a non-profit organization that does not meet the threshold requirements above for a federal or state single audit. If the recipient has revenue in excess of \$250,000, the recipient must have a financial statement audit conducted by an independent auditor in accordance with generally accepted accounting principles (GAAP). If the recipient has revenue less than \$250,000, the recipient must have a financial statement review conducted by an independent auditor in accordance with generally accepted accounting principles (GAAP).

PART IV: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to SJC pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 electronic copy and management letter, if issued)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, FL 32303

Email address: HQW.IG.Single.Audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the

recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to SJC for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to SJC in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow SJC or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to SJC or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by SJC.



State of Florida Department of Children and Families

Clear

SECURITY AGREEMENT

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

Name

Employer/Office/Region

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, on-line updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.
- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.
- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.
- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.
- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.
- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.
- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data (https://www.fbi.gov/file-repository/cjis-security-policy-v5_5_20160601-2-1.pdf), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- I understand it is the policy of DCF that I do not disclose personal passwords.
- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.
- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.
- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee / System User Name

Signature Employee / System User

Date

Print Supervisor Name

Supervisor Signature

Date

AGREEMENT REFERENCES

FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

815.01 Short title.—The provisions of this act shall be known and may be cited as the "Florida Computer Crimes Act."

History.—s. 1, ch. 78-92.

815.02 Legislative intent.—The Legislature finds and declares that:

- (1) Computer-related crime is a growing problem in government as well as in the private sector.
- (2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.
- (3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.
- (4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.
- (5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse.

History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

815.03 Definitions.—As used in this chapter, unless the context clearly indicates otherwise:

- (1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.
- (2) "Computer" means an internally programmed, automatic device that performs data processing.
- (3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.
- (4) "Computer network" means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.
- (5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
- (6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.
- (7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.
- (8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.
- (9) "Electronic device" means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting, receiving, or storing

data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

(10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.

(11) "Intellectual property" means data, including programs.

(12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value.

History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

815.04 Offenses against intellectual property; public records exemption.—

(1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—

(1) As used in this section, the term "user" means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.

- (2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:
- (a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
 - (b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
 - (c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
 - (d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
 - (e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
 - (f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.
- (3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:
- 1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least \$5,000;
 - 2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
 - 3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
 - 4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.
- (c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:
- 1. Endangers human life; or
 - 2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.
- (4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
- (5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.
- (b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.
- (6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.
- (7) This section does not apply to a person who:
- (a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
 - (b) Acts within the scope of his or her lawful employment; or
 - (c) Performs authorized security operations of a government or business.
- (8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.

(9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person.

History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

815.061 Offenses against public utilities.—

(1) As used in this section, the term "public utility" includes:

(a) A public utility or electric utility as defined in s. 366.02.

(b) A utility as defined in s. 367.021.

(c) A natural gas transmission company as defined in s. 368.103.

(d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state.

(e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.

(2) A person may not willfully, knowingly, and without authorization:

(a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.

(b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.

(3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 6, ch. 2014-208.

815.07 This chapter not exclusive.—The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

The Driver Privacy Protection Act
18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES
CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE
MOTOR VEHICLE RECORDS

Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.

(a) In General.-A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

- (1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or
- (2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(b) Permissible Uses.-Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.

- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
- (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- (c) Resale or Redisclosure.**-An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.
- (d) Waiver Procedures.**-A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
- (e) Prohibition on Conditions.**-No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103-322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104-287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104-294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106-69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106-346, §101(a) [title III, §309(c)-(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

**FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS:
DRIVER PRIVACY PROTECTION ACT (DPPA)**

UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.

119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.—

(1) DEPARTMENT OF HEALTH.—All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:

- (a) With the express written consent of the individual or the individual's legally authorized representative.
- (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
- (c) By court order upon a showing of good cause.
- (d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive follow-back contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.

(2) DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.—

(a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

(c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.

(d)1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

(3) OFFICE OF FINANCIAL REGULATION.—The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

- (a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law.
- (b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement.

This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.

History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28.

Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading “Public Records.”

B. Former s. 119.07(6)(aa), (cc).

Section 155.260: Privacy and security of personally identifiable information.

TITLE 45—Public Welfare

Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES

SUBCHAPTER A—GENERAL ADMINISTRATION

(a) Creation, collection, use and disclosure.

(1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary:

(i) For the Exchange to carry out the functions described in §155.200;

(ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or

(iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

(A) Substantive requirements. The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

(B) Procedural requirements for approval of a use or disclosure of personally identifiable information. To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

(1) Identity of the Exchange and appropriate contact persons;

(2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;

(3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and

(4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

(i) **Individual access.** Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;

(ii) **Correction.** Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;

- (iii) **Openness and transparency.** There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;
- (iv) **Individual choice.** Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information;
- (v) **Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;
- (vi) **Data quality and integrity.** Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;
- (vii) **Safeguards.** Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
- (viii) **Accountability.** These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

- (i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;
- (ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
- (iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
- (iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
- (v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
- (vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;

(5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.

(6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

(b) Application to non-Exchange entities—

(1) **Non-Exchange entities.** A non-Exchange entity is any individual or entity that:

- (i) Gains access to personally identifiable information submitted to an Exchange; or
- (ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange.

(2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:

- (i) A description of the functions to be performed by the non-Exchange entity;
- (ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
- (iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
- (iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and

(v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.

(3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:

(i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;

(ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and

(iii) Take into specific consideration:

(A) The environment in which the non-Exchange entity is operating;

(B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and

(C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(c) **Workforce compliance.** The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

(d) **Written policies and procedures.** Policies and procedures regarding the creation collection, use, and disclosure of personally identifiable information must, at minimum:

(1) Be in writing, and available to the Secretary of HHS upon request; and

(2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) **Data sharing.** Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:

(1) Meet any applicable requirements described in this section;

(2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;

(3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and

(4) For those matching agreements that meet the definition of "matching program" under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) **Compliance with the Code.** Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) **Improper use and disclosure of information.** Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than \$25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

Section 7213: Unauthorized disclosure of information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both,

together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85-866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86-778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94-455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686, 1688; Pub. L. 95-600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922, 2923; Pub. L. 96-249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96-265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468, as amended Pub. L. 96-611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96-499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96-611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97-248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97-365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98-369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820, 1156; Pub. L. 98-378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100-485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100-647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101-239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101-508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388-273 ; Pub. L. 104-168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105-33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105-35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105-206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107-134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108-173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167, 2369; Pub. L. 109-280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111-148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112-240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114-184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537.)

Section 7213A: Unauthorized inspection of returns or return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Prohibitions

(1) Federal employees and other persons

It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105-35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107-210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109-280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

**Section 7431: Civil damages for unauthorized inspection or disclosure
of returns and return information.**

26 U.S.C., United States Code, 2015 Edition,

Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration

CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of—

(1) the greater of—

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of—

(1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(g) Extension to information obtained under section 3406

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and
(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97-248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98-67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105-34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105-35, §3(a)-(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105-206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109-280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

Section 6103: Confidentiality and disclosure of returns and return information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977, 1 or title 38, United States Code, or certain housing assistance programs

(A) Return information from Social Security Administration

The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).

(B) Return information from Internal Revenue Service

The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D).

(C) Restriction on disclosure

The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).

(D) Programs to which rule applies

The programs to which this paragraph applies are:

- (i) a State program funded under part A of title IV of the Social Security Act;
- (ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D-14 of such Act;
- (iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93-66);
- (iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
- (v) unemployment compensation provided under a State law described in section 3304 of this title;
- (vi) assistance provided under the Food and Nutrition Act of 2008;
- (vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93-66);
- (viii)(i) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
- (ii) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
- (iii) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and
- (iv) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and
- (ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).

ATTACHMENT VI

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 the Department.

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 the Department;

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 the Department, and (b) the Business Associate's 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 the Department'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 the Department 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 the Department 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 the Department ;
- 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's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's 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 the Department'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 the Department'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 the Department 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 the Department 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 the Department of Children and Families with data analyses relating to the health care operations of the Department (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 the Department's knowledge of a material breach by the Business Associate, the Department 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 the Department of Children and Families;
 - 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, the Department 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 the Department or, if permission is granted by the Department, 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 the Department or, if permission is granted by the Department, 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.



NOTICE OF INTENT TO AWARD

April 26, 2024

RFP 1596; FAMILY STABILIZATION SERVICES

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Bay Area Youth Services, Inc, as the responsive firm, based upon evaluation of submitted Proposal.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us or phone at 904-209-0156.

Leigh Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: 4/26/24

RFP 1596 St. Johns County, FL

ENHANCED FAMILY STABILIZATION SERVICES

BAYS S.T.R.I.V.E. PROGRAM

Supportive Trusting Relationships with Inclusion, Vision, and Empathy

January 2024



PROPOSAL

RFP 1596; FAMILY STABILIZATION SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: Bay Area Youth Services, Inc.

MAILING ADDRESS: 3104 Cherry Palm Drive, Suite 220, Tampa, FL 33619

POINT OF CONTACT NAME & TITLE: Christine Pringle/Vice President of Behavioral Health Services

CONTACT EMAIL ADDRESS: christine.pringle@bayskids.org

DATE: 01/23/2024

SECTION 1: PROPOSAL COVER PAGE AND COVER LETTER

Full legal company name: Bay Area Youth Services, Inc., d/b/a BAYS Florida, d/b/a BAYS, a nonprofit corporation

Physical street address: 3104 Cherry Palm Drive, Suite 220, Tampa, FL 33619

Mailing address: Post Office Box 1538, Mango, FL 33550

Primary point of contact: Christine Pringle, LMHC, MCAP, Vice President of Behavioral Health Services

Names and titles of principles, partners, or owners as applicable: Robert Patterson, President and Chief Executive Officer

Active Registration with the State of Florida, Department of State, Division of Corporations: Please see **Attachment 1**

Brief Statement of Company History

Originally founded as Bay Area Youth Services, Inc., BAYS was organized and chartered as a Florida Not-For-Profit Corporation on April 19, 1982. The agency, founded by William F. Bowman, was developed with the objective of improving the quality of life and increasing the potential of Florida's youth. Since that time, BAYS has provided high quality and professional youth and family services throughout the State of Florida. Over a 40+ year history BAYS has grown into a multi-faceted organization with over 20 office locations and over 250 employees, with services in 19 of Florida's 20 judicial circuits. BAYS is currently the largest community based Juvenile Delinquency Diversion contracted provider, Detention Screening contracted provider, and Supervised Release Tracking contracted provider for the Florida Department of Juvenile Justice, and one of the largest providers of Functional Family Therapy (FFT) in the State of Florida.

In addition to DJJ and HRS, BAYS has held contracts with: The U.S. Department of Labor, Sarasota/Manatee Industry Council, Children's Board of Hillsborough County, Selby Foundation, Sun Coast Workforce Board, Evidence Based Associates, University Area Community Development Corporation, University of South Florida, The Junior League of Tampa Bay, the Home Builder's Institute, the Jacksonville Partnership for Child Health, Central Florida Behavioral Health Network, the Tampa Bay RAYS Baseball Foundation, Eckerd Connects, the Orange County and Hillsborough County Board of County Commissioners, the Community Partnership for Children, Inc., Safe Children Coalition, Central Florida Cares Health Systems, Children's Network of Hillsborough, LSF Health Systems, and The Florida Network of Youth and Family Services.

The BAYS history includes vast experience as a community-based provider of the following prevention, intervention, and diversion services:

- Juvenile Alternative Services Program (JASP) – 1982 - 2000
- Intensive Community Commitment Services (ICCS) – 1994 - 2007

- Parenting with Love and Limits – 2007 - 2010
- Intensive Delinquency Diversion Services (IDDS) – 2000 - 2013
- Prodigy Diversion Programming – 1999 - 2014
- Home Builders Institute Mentoring – 2010 - 2014
- Juvenile Diversion Alternative Program (JDAP) – 2013 – present
- Step-Up Family Violence Intervention Program – 2014 – present
- BAYS Community Care – 2015 – 2020, 2022-Present
- Tampa Bay Rays GED and School Supply Program – 2015 - 2016
- STOP Substance Abuse Prevention Program – 2015 – 2017
- HOPE Intensive Family Reunification Support Services – 2017 – 2023
- BAYS Family Connections Functional Family Therapy (FFT) – 2018 – present
- Supervised Release Tracking (Central and South Regions) – 2019 – present
- STRIVE (Supportive Trusting Relationships with Inclusion, Vision, and Empathy) 2022 - present
- Youth Screening Program – 2022 – present
- SNAP® Program 2023 - present

Over the last decade, BAYS has worked to transform our services to meet the needs of youth, families, communities, and Florida’s evolving youth serving systems. Over the last several years BAYS has strategically expanded our service array to include Functional Family Therapy programming, Family Re-unification Services, Supervised Release Programming, Detention Screening Services, and SNAP® Services. These strategic alignments demonstrate a certain confidence that stakeholders have in our organization, but also illustrate our ability and diverse skill sets that demonstrate our knowledge base and ability to work with adolescent populations *and* the various systems of care that they align with.

Brief Statement Regarding Respondent’s Interest in this Solicitation

In 2022, BAYS worked with the Community Partnership with Children, Inc. in Volusia County, Florida to develop the BAYS S.T.R.I.V.E. (Supportive Trusting Relationships with Inclusion, Vision, and Empathy) program to serve youth and families by preventing removals and/or for the purpose of reuniting children with their families. This solicitation has nearly an identical scope of services as our existing S.T.R.I.V.E. Program in neighboring Volusia County, Florida, and we believe that we are well positioned to provide St. John’s County with an exact program match based on our experience with our existing S.T.R.I.V.E. program. BAYS is committed to providing Enhanced Family Stabilization Services designed to complement traditional case management services by providing in-home engagement through supportive and therapeutic services. By partnering with the families, we will implement preventative measures to strengthen and stabilize family units, especially those with children who have entered the Child Welfare System and who are dually involved, or at risk of becoming involved, in the Juvenile Delinquency System.

Delegation of Authority

Robert Patterson is the President and Chief Executive Officer of our organization and serves as the principal agent of BAYS. No representatives acting on behalf of the Respondent other than the principal have signed any documents related to this proposal.

SECTION 2: STAFF QUALIFICATIONS AND PROFESSIONAL TEAM

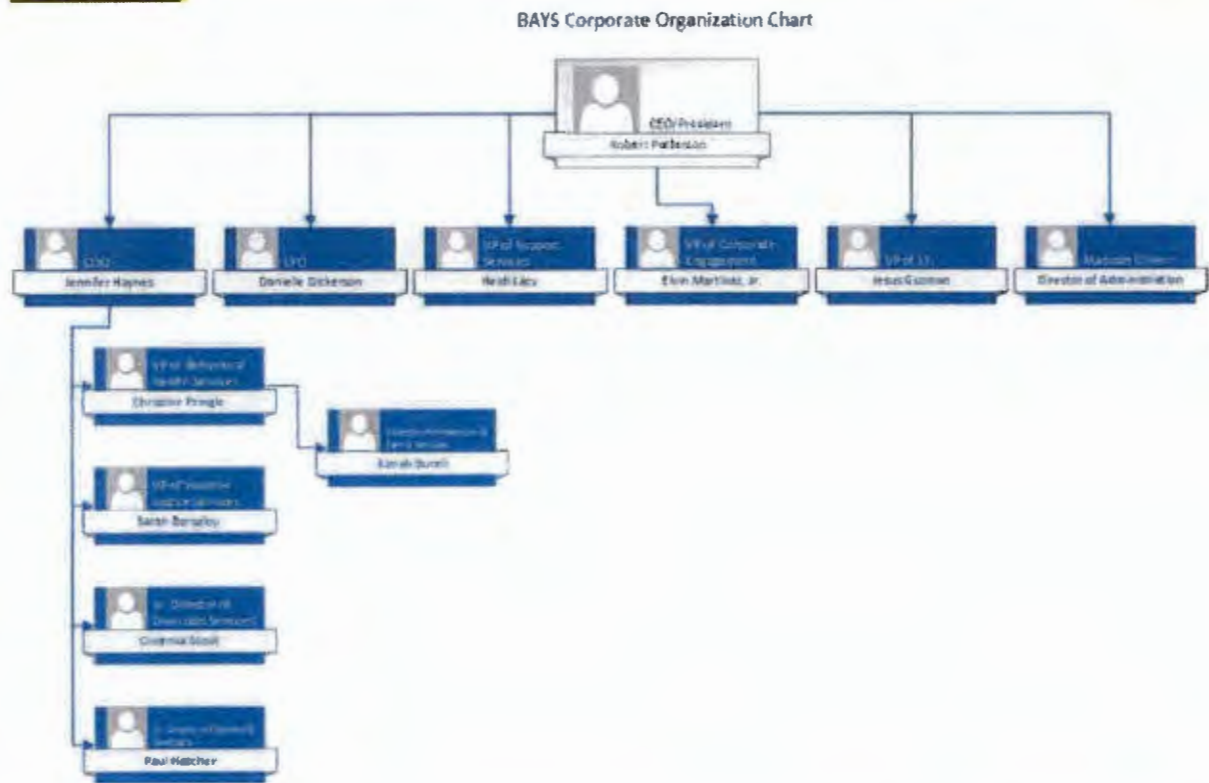
Licenses/Certifications

BAYS does not believe that there are any specific licenses and certifications required relative to the specified Services, outside of those referenced in the Attachments or throughout this RFP which are provided in the referenced Attachments within this proposal.

Organizational Chart

As depicted on the following organizational chart, BAYS maintains a flat administrative and leadership structure providing a high level of responsiveness from the Corporate Office to support those providing direct services in the field. The proposed family stabilization programming will be integrated into a structure that has demonstrated to be effective and efficient in the support and oversight of a community-based service delivery model.

For a full version of our corporate organizational chart and an illustration of the Saint John's County Family Stabilization Unit's office structure and organizational chart please see Attachment 2.



The proposed BAYS St. John's County Family Stabilization Program will fall under the existing corporate structure outlined in the organizational chart above. This proposed program will fall under the existing BAYS Chief Operating Officer, Vice President of Behavioral Health Services, and Director of Prevention and Family Services.

The President and Chief Executive Officer (CEO) has direct oversight of our entire organization. Along with the Board of Directors the President and CEO ensures that all programs are operating within the scope of the organization's Mission and Vision, are financially stable, and are maintaining adherence to all contractual and legal regulations. The BAYS CEO has six direct reports for purposes of supervision and these direct reports oversee in greater detail the various aspects of our organization.

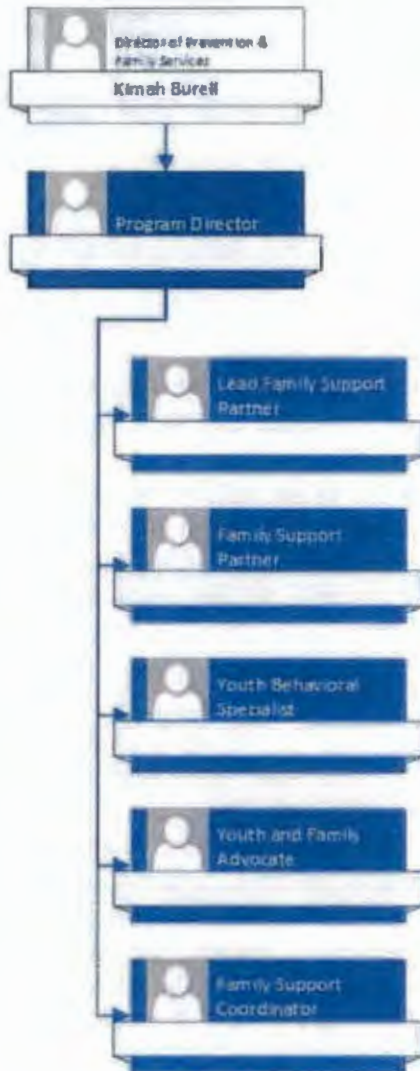
The Chief Operating Officer has direct oversight of all current programming by providing supervision to our two (2) Senior Directors and two (2) of our Vice Presidents. These executives oversee day-to-day operations of our various program areas and ensure that quality, and adherence to all contractual obligations are maintained.

The Vice President of Behavioral Health Services will provide direct supervision to the Director of Prevention and Family Services who will provide direct oversight to the Director of the proposed Family Stabilization Program. These three (3) leaders will work collectively to provide corporate structure and oversight to the family stabilization program outlined in this proposal.

This current corporate organizational structure has proven to be an effective model for providing support and daily oversight to our 23 juvenile justice programs, and nine (9) behavioral health/prevention programs throughout the State of Florida. We submit that this structure would allow BAYS to incorporate the proposed services into our proven corporate structure which has sufficient capacity to demonstrate success.

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BAYS Program Organizational Chart



As outlined above, the Chief Operating Officer has direct oversight of all current programming by providing supervision to our two (2) Senior Directors and two (2) of our Vice Presidents. These executives oversee day-to-day operations of our various program areas and ensure that quality, and adherence to all contractual obligations are maintained.

The Vice President of Behavioral Health Services will provide direct supervision to the Director of Prevention and Family Services who will provide direct oversight to the Director of the proposed Family Stabilization Program. These three (3) leaders will work collectively to provide corporate structure and oversight to the family stabilization program outlined in this proposal.

BAYS will recruit, hire, and employ one (1) Program Director for day-to-day oversight of the proposed family stabilization unit. Our existing Director of Prevention and Family Services, who reports directly to the Vice President of Behavioral Health Services, will supervise the Program Director. The Program Director will ensure that program fidelity and stakeholder collaboration is consistent throughout the entire service area. All of these individuals will work closely together to operate our proposed family stabilization program. Our existing Chiefs, Vice Presidents, Directors, and diverse circuit resources are also available to provide support and guidance as needed.

The Vice President, Director, and Program Director will work closely to create successful outcomes and competent and satisfied employees. All of our proposed team have experience working with youth and understand the challenges and opportunities in working with youth and families who are in need of the proposed services; thus, they are instrumental in guiding and supporting the work conducted in the field. The BAYS Senior Leadership Team is committed to ensuring that our employees are trained and supported in their scope of responsibilities within this new program site.

All of our Supervisors participate in Supervisor Workshops hosted by the Senior Leadership Team to focus on the administrative requirements and challenges of being an effective supervisor. Discussion topics at these Workshops may include, but are not limited to leadership, communication, employee relations, performance management, effective management and supervision, personal accountability, fiscal management, adherence to state and federal employment and labor laws, and leading child welfare and juvenile justice industry trends, etc.

All of our directors and supervisors are also required to attend the BAYS New Leader Orientation (NLO) training within 90 days of assuming their role as a director or program level supervisor. The BAYS NLO is hosted by the Chief Financial Officer, Vice President of Support Services, and Vice President of Corporate Engagement. This training provides new leaders within the organization in depth training on our organization's mission and vision, strategic direction, history, and presents trainees with real life examples of the importance of understanding the Federal Labor Standards Act, employ supervision, timekeeping, and fiscal accountability. This training is designed to provide new leaders with a direct understanding of their role within BAYS and how it interfaces directly with the BAYS corporate oversight and infrastructure.

Additionally, all BAYS' supervisors attend a BAYS Annual Leadership Retreat. The retreat is designed to foster collaboration and camaraderie amongst all BAYS' leadership, while providing guidance by experts outside of the organization on leadership development, communication, and strategies to become a more effective leader. Leadership retreats include topics and activities designed to foster team building, strategic planning implementation, developing goals and strategies and how to achieve positive personal growth to become a more effective leader within BAYS.

Operation calls are held weekly to include the COO and Directors, to discuss any program challenges and to promote the sharing of best practices. Monthly Regional calls are held with the Regional Programs and Circuit Supervisors in addition to monthly staff meetings which are held

at the circuit level to enhance our continuous training efforts. Supervisors conduct monthly one on one supervision with all circuit level employees to discuss goals, collective program efforts and employee goals and progress.

BAYS also has a Continuity of Operations Plan (COOP) for each program location. These COOP Plans outline the roles and responsibilities of staff before, during, and after an emergency including localized acts of nature, accidents, technological emergencies, and terrorist attack-related incidents. BAYS will ensure that all staff are trained and familiar with their local program COOP to continue their critical functions across a broad spectrum of emergencies.

Each BAYS program site has a health and safety representative. The program safety representatives along with the BAYS Health and Safety Coordinator collectively design monthly mandatory safety trainings that all BAYS staff must complete. In addition to regularly scheduled unannounced on-site safety drills, BAYS safety training covers topics such as: active shooter training, heat illness, fire safety, medical emergencies, and disaster preparedness.

The Director of Prevention and Family Services will be responsible for the following oversight functions:

- Supervision and support of the Program Director
- Management of service utilization, community relationships, etc.
- Development of additional resources
- Performance and reporting
- Leadership development
- Quality control

The Program Director will be responsible for the following supervisory functions:

- Supervision of direct service staff; problem solving at the circuit level
- Monitoring of workloads and schedules
- Coverage of direct services as needed
- Review of service delivery documents (written reports, materials, etc.)
- Communication with program partners
- Daily quality improvement activities
- Community involvement in partnership with local stakeholders

Project Team

Leadership Staff Qualifications/Resume

Please find a summary of our BAYS Senior Leadership Team's and Director of Prevention and Family Services background and corporate oversight duties below. *For in-depth detailed resumes for each member of the corporate leadership structure please see Attachment 3.* All of the BAYS Senior Leadership employees are current BAYS employees. Staff to fill the program specific positions would need to be recruited as outlined in this section.

Robert Patterson serves as the President and CEO and previously served as BAYS Chief Operating Officer from August 2012 until August 2019. He brings 29 years of professional experience in the fields of juvenile justice and child welfare. Robert started his career in 1994 spending more than 14 years providing regional and national leadership development to staff

servicing at risk youth in juvenile justice programs. He also spent several years providing supervision in child welfare programs. Robert received his bachelor's degree from Limestone College in 1994 and his master's degree in High and Post-Secondary Education from Argosy University in 2014. He is also a graduate of the 2016 class of *Leadership Tampa Bay*.

Madison O'Hern joined the BAYS team in May 2016 as the Executive Assistant to the CEO and was promoted to Director of Administration in October 2023. Madison has her bachelor's degree in behavioral healthcare from the University of South Florida. Madison works closely with the Board of Directors and coordinates our strategic planning process and strategic planning implementation. Early in her career, while working at BAYS and going to school, she interned at the BAYS Circuit 13 JDAP Program learning the ins and outs of our program operations firsthand. Madison is a certified American Red Cross First Aid, CPR, and AED Trainer and a notary public for the State of Florida.

Jennifer Haynes serves as the Chief Operating Officer (COO). She joined the BAYS team in June 2015 as a JDAP Consulting Clinician and was promoted to Regional Director of Diversion Services for the North/Central Region in July 2016. Jennifer became COO in August 2019. Prior to joining BAYS, she spent 15 years with the Florida Department of Juvenile Justice. Her roles included serving as a Juvenile Probation Officer, an Assistant Chief Probation Officer, and as the Chief Probation Officer in Circuit 10. During that time, she worked on several major initiatives around juvenile justice reform while overseeing juvenile probation operations. Jennifer has a bachelor's degree in English from the University of Florida and a master's degree in criminal justice from the University of Central Florida.

Danielle Dickerson serves as the Chief Financial Officer of BAYS and her career spans more than 20 years of varied experience in financial management, business leadership and strategic planning. Before she was named CFO, Ms. Dickerson served as the Director of Finance and Operations for non-profits in Colorado. She spent several years in finance and business development leadership roles serving survivors of Domestic Violence and Sexual Assault. During her tenure, Ms. Dickerson was instrumental in building out the finance business support capabilities, maximizing productivity and strategic planning. Ms. Dickerson earned her bachelor's degree in accounting from Prairie View A&M University and is a Certified Life Skills Coach. After obtaining her bachelor's degree she worked at the accounting firm PricewaterhouseCoopers as an auditor where she served clients in oil & gas, joint venture, and government industries.

Heidi Lacy joined BAYS in October 2018 as the Director of Human Resources and was promoted to Vice President of Support Services in 2021. She received her bachelor's degree in human services from Florida State University. Heidi brings experience and knowledge of working in small and large social services organizations. She obtained her Human Resources Certification, SHRM-CP, in 2016, which recognizes her as an expert and leader in the field.

Elvin Martinez, Jr. joined BAYS in July 2014 as the Director of Community Relations and in 2022 he was promoted to Vice President of Corporate Engagement. Elvin adds over 25 years of professional experience in criminal justice, juvenile justice, and governmental relations to the BAYS team. Elvin currently serves on the Executive Committee of the Florida Juvenile Justice

Association (FJJA), and as the Treasurer of the West Tampa Chamber of Commerce. Elvin is the immediate past Chair of the Circuit 13 Juvenile Justice Advisory Board and the immediate Past President of the West Tampa Chamber of Commerce and the Florida Juvenile Justice Association. His enthusiasm, advocacy and focus on legislative and policy matters, and management of stakeholder relations, helps BAYS improve the array services available to the children and families we serve.

Jesus Guzman joined BAYS in May 2018 as our Information Systems Administrator and was promoted to Director of Information Technologies in 2019, then Promoted to Vice President of Information Technologies in 2022. Born and raised in Puerto Rico, Jesus has over 20 years of experience in the Information Technology Industry. During his career, he has directed operations in various technology consulting firms, deploying the latest technologies, and achieving excellent client retention. Before joining BAYS, he served for 11 years in a Tampa based nonprofit organization.

Christine Pringle joined BAYS in 2021, as our Senior Director of Programs and was promoted to Vice President of Behavioral Health Programs in October of 2023. She is a Licensed Mental Health Counselor (LMHC) and Masters Certified Addiction Professional (MCAP). Christine is originally from Chicago, Illinois and completed her master's degree in counseling at Webster University. She has over 15 years of community service, clinical and counseling experience across a variety of settings including case management, crisis intervention, structured outpatient programs, inpatient psychiatric, large nonprofits, residential and private practice. She has also provided clinical and administrative supervision to mental health counseling students, interns, and professionals. As a leader in her field dedicated to increasing access, knowledge, and advocacy to behavioral health care services. Christine is active in her community promoting and educating on individualized, proactive, and normalized approaches to mental health care. Christine believes that healing is a collaborative endeavor that requires an interconnected and supportive approach. Through her work, she is passionate and committed to helping individuals and families overcome the challenges and barriers that come along with mental health. Christine oversees our BFC, BCC, SNAP and STRIVE Programs.

Sarah Barsalou joined BAYS in 2013. She has served in several capacities while at BAYS, including as a JDAP Circuit Supervisor, Regional Manager of Diversion Services, Training Coordinator, Director of the Community Supervision Program, the Senior Director of Program Operations and was promoted to Vice President of Juvenile Justice Services in January of 2024. She came to BAYS experienced in the juvenile justice field after working for 8 years at the Florida Department of Juvenile Justice. She is a certified trainer in CPR/First Aid/AED and Motivational Interviewing and has also served as a trainer for DJJ's DRAI (Detention Risk Assessment Instrument), PAR (Protective Action Response), and Suicide Prevention. She graduated from UCF with a bachelor's degree in criminal justice. She is currently involved in Circuit 9's Circuit Advisory Board. Sarah oversees our CSP and YSP Programming.

Owanna Stout joined BAYS as a Senior Case Manager in 2014. She brought with her a wealth of knowledge in the juvenile justice arena, which was honed while working with the Florida Department of Juvenile Justice. At BAYS, she quickly moved up the ranks and within 6 months of being hired, she was promoted to the Supervisor of our Circuit 7 JDAP program. Owanna

continued to excel within the organization, which was evident when she was named the 2015 Supervisor of the Year. Owanna received a Bachelor of Science degree in Social Sciences from her hometown university, the University of the Virgin Islands. She also holds a Master of Science degree in Criminal Justice from Nova Southeastern University. Her most recent promotion as the Senior Director of Diversion Services tasks her with oversight of our day-to-day JDAP operations.

Paul Hatcher joined BAYS on November 1, 2022, as the Senior Director of Quality and Contracts. Mr. Hatcher joins BAYS after three decades of working with the Florida Department of Juvenile Justice. During his career, Mr. Hatcher has served in various leadership roles at DJJ including serving as the Assistant Secretary for Probation & Community Intervention. Mr. Hatcher's expertise and experience in quality and contract management adds enormous depth to the BAYS Senior Leadership Team.

Kimah Burrell joined BAYS in 2022, as the Director of Prevention and Family Services. Kimah is originally from Newark, New Jersey. She graduated from Stetson University in 2001 with her bachelor's degree in psychology. She completed a master's degree in criminal justice from the University of Central Florida in 2005 and completed another master's degree in counseling & psychology from Troy University in 2007. She has 22 years of diverse experience across various settings including dependency case management, adoptions, family preservation, prevention, delinquency, mental health counseling, and teaching. She has also supervised bachelor's level and master's level psychology, social work, and counseling interns. Kimah is an expert in recognition of family strengths and needs, connecting children and families to community resources, implementing direct and indirect services while building formal and informal support networks. Kimah is passionate about addressing the needs of youth and their families in order to improve the social and emotional well-being of the entire family unit. Kimah oversees our STRIVE and SNAP Programs.

BAYS believes that the recruitment, onboarding, training, and retention of qualified staff is essential to our overall success as a provider of youth and family centered services. As our organization has grown, we have been deliberate about building internal capacity to compete in the current and evolving job market. Our Support Services Department oversees our comprehensive approach to recruitment, onboarding, training, and long-term retention of our workforce. By streamlining these processes and having dedicated personnel to focus on various aspects of our recruitment, onboarding, and training efforts, BAYS can assure the Department that we are intentional about our ability to minimize vacancies and maximize stability in our workforce.

Support Services uses a comprehensive approach and employs a Talent Recruiter to oversee our recruitment efforts, including the interview and assessment process; an HR Specialist to oversee the background screening, hiring, and onboarding process; a HR Generalist to enroll employees in benefits, and a Training and Development Manager, Senior Training and Development Specialist and Training and Development Specialist to ensure that all required trainings are conducted as thoroughly as possible to ensure that employees are properly trained and prepared to provide services as quickly as possible.

BAYS currently operates a nearly identical family stabilization program in neighboring Volusia County, Florida as a contracted provider with the Community Partnership for Children and is familiar with and accustomed to recruiting, hiring, onboarding, and training candidates to perform the functions as outlined in this RFP. Our process to employ qualified professionals is comprehensive and encompasses techniques and practices designed to fit today's modernized workforce.

Recruitment

BAYS utilizes several recruitment methods for open positions:

- All open positions are posted internally via our internal Human Resources Information System
- Employee Referral Program – we feel our best recruiters are our employees and compensate existing employees for referring qualified candidates that get hired
- BAYS uses a wide-spread advertising approach of available positions via multiple sources, including professional recruitment companies such as indeed and ZipRecruiter, and via our website bayskids.org
- BAYS regularly attends job fairs and community events advertising open positions
- BAYS offers competitive industry salaries and employee benefits based on labor market standards, which are reviewed annually at a minimum

The BAYS recruitment and hiring process is a comprehensive multi-step approach to ensure we hire and retain the best candidates. We review all candidates to ensure they meet the minimum position requirements before selecting a candidate to move forward in the interview process. Once resumes are reviewed phone screens are scheduled to conduct a more thorough resume review with the candidate, get a brief introduction of the candidate and provide additional information on the position. After the phone screen is completed pre-hire assessments are sent out to selected candidates. BAYS uses a third-party vendor to complete and measure a candidates' assessments. BAYS candidates receive assessments to complete depending on the position we are recruiting to fill. All candidates regardless of position will complete the following assessment:

- Workplace Productivity Profile: is used to help predict the likelihood of a wide range of outcomes including performance, general reliability and rule-following, and risk for counterproductive work behaviors

Each position has a set of specific assessments assigned to complete, which may include additional assessments from the assessment listed above. BAYS has set minimum scoring standards for each assessment and each position; this ensures all candidates complete the same assessments and being measured equally. Once the applicant's assessment scores are received a thorough review is conducted of each candidate's resume, phone interview and assessment results prior to selecting which candidates will move forward to the face-to-face interview process. During face-to-face interviews, our hiring managers ensure the candidate possesses the required competencies for the position, but also assess their alignment with BAYS Core Values Professionalism, Responsibility, Integrity, Dedication, and Enthusiasm (PRIDE). BAYS believes that finding candidates who not only possess the required competencies, but also align with our mission, vision, and core values will be the most successful.

Onboarding

BAYS uses a new hire onboarding program which is a collaborative and strategic approach that provides new employees with the needed information, tools, and resources to effectively meet our organizational goals. The BAYS onboarding process aims to: *increase* new employee productivity by training them about BAYS and our organizational culture; *improve* retention rates of new employees within all employee groups by providing a wide array of information that employees need in order to feel engaged, successful and connected; *provide* audience-specific, in-depth, timely information over an extended period of time so that information is useful and memorable for the new employee; *streamline* processes and provide best practice information to enable Supervisors to deliver high-quality, consistent, and accurate information systematically to all new employees; *foster* an environment of employee engagement where employees feel that BAYS is a great place to work.

BAYS believes that providing a strong new employee experience increases employee engagement, which in turn increases employee performance and enhances our retention efforts. We ask all of our new employees to complete a ***New Hire Onboarding Survey*** to assist us in our continuous effort to improve our recruiting and hiring practices. The survey's results are reviewed by leadership on a quarterly basis and individual meetings are scheduled between new hires and a member of our Human Resources Team to review the results and gather any additional information or feedback that can improve the process.

New hires will be greeted by their supervisor on their first day of employment. The Supervisor will provide the new employee with an orientation about the family stabilization operation and will be given their BAYS username and password credentials to establish their BAYS computer profile. The new employee will access their BAYS email where they will be greeted by a BAYS introduction letter, advising them of their BAYS Learning Management Systems credentials. This letter will contain their log-in credentials for the BAYS Professional Development Learning Management System (LMS).

Training

BAYS understands that direct care staff must complete certain instructor-led trainings before being allowed to work independently. As a result, we have a process by which we coordinate instructor-led trainings with all new hires. Within the employees first 48 hours (about 2 days) the BAYS Training Department will coordinate with new staff members and identify dates that they have previously scheduled events such as trips, vacations, or personal appointments so that we can schedule the employee's instructor led trainings and avoid any dates that present conflicts.

Our proposed STRIVE Trainings include:

CPR, First Aid, and AED, Intro to P.R.I.D.E. (BAYS Core Values training), New Employee Orientation, (NEO) – Meet the BAYS Leadership Team, Contingency of Operations Plan (COOP), Incident Reporting, BAYS Standards of Procedure (SOPs), Casey Life Skills Program Practitioner's Guide, Motivational Interviewing, Professional Interactions, LGBTQIA+ Youth, Suicide Awareness & Prevention, Positive Youth Model, Trauma- Focused Cognitive Behavioral Therapy, Rebound & Recovery, Interacting with the Child Welfare System Training, FSFN Training, Child Abuse Awareness and Reporting, DCF Preventing Sexual Harassment, DCF HIPAA Information and Action, DCF Security Awareness, DCF Serving Our Customers Who

Are Deaf and Hard-Of-Hearing, Active Shooter: What Can You Do?, Kirwin Institute: Implicit Bias Module Series, Marty Smith Safety Training: De-escalation Techniques, Understanding Human Trafficking, and a Defensive Driving Course.

Required Professional Development Trainings

Organizational Management, Self-management practices, Intimate Partner Violence, Youth and Families, Substance Use and Abuse

Retention

In addition to collecting data from our New Hire Onboarding Survey, BAYS conducts an annual Employee Satisfaction Survey. In 2013, BAYS introduced the Tampa Bay Times Top Workplaces Survey as our external survey mechanism that is anonymous and confidential. BAYS has been named a **Tampa Bay Times Top Workplace** in six (6) of the last ten (10) years, including a Top Workplace USA designation in 2023. This is an especially meaningful designation because the honor is solely based upon employee feedback.

One of the suggestions from the original Employee Satisfaction Survey was to develop an Employee Advisory Committee. BAYS Employee Advisory Committee (EAC) helps us to uniquely provide sufficient management capability to perform and provide oversight of the services outlined in the RFP. Our Employee Advisory Committee is led by representative employees from each judicial circuit, one member of our clinical team, one member of our Community Supervision Program and one member of our Youth Screening Program. All EAC officers are elected by their peers and topics at these quarterly meetings are discussed directly with the CEO, COO, and Director of Human Resources. The intent of our EAC is to assist with our strategic planning process, to discuss any programmatic or general concerns that may be occurring in the field, planning our annual employee appreciation week, and annual meeting. This process helps us develop policies that lead to long-term employee retention, employee satisfaction and opportunities to enhance services based on employee feedback.

All employees receive monthly supervision designed to be a supportive opportunity to discuss client/caseload concerns as well as personal and professional growth and development. These monthly evaluations are the cornerstone of the employee's annual evaluation. Other employee recognition, support, and retention strategies include:

- A healthy, flexible, and supportive work environment
- Employee of the Quarter Program
- Larry Siegel Employee of the Year Award
- Annual and semi-annual training/meeting events
- Opportunities to attend local, state, and national conferences and trainings
- Employee Assistance Programming
- Promotion from within whenever possible
- Representation from the Employee Advisory Committee
- Annual Employee Satisfaction Survey (third party administration)
- Bonus program (individual and team performance)
- Circuit of the Year Award
- Bill Bowman Legacy Award
- Dr. Pamela M. Alvarez, Behavioral Health Program of the Year Award

- Charles Klug, Supervisor of the Year Award
- Discounts, promotions, and special offers

BAYS ensures that all personnel provided under the anticipated agreement shall continually maintain all licenses, protocols and certifications necessary and appropriate or required by the funder or another local, state, or federal agency. All such personnel will renew licenses or certifications pursuant to applicable law or rule.

Just as the extraordinarily complex and intense characteristics of the youth served by this program demands a unique and intensive programmatic response, ensuring the quality of the programs daily work while attaining realistic safety and wellbeing outcomes also demands an equally unique and intensive approach. BAYS believes that program quality and performance outcomes are primarily the result of effective and reflective supervision provided daily by competent leaders. To be effective, supervision must:

- a) Be provided by an experienced competent leader who knows what needs to be done, how it needs to be done and what standards need to be met when the task is completed.
- b) Along with ensuring accountability, the tone and tenor of the supervisory engagement must provide staff with the support they require to be successful.
- c) Supervision needs to occur at a frequency that allows impediments to success to be identified and resolved quickly.
- d) An effective supervisory strategy requires the involvement of leaders at all levels of the organization.

The Training Department at BAYS has been established and supports all the training efforts of BAYS employees. All new employees are given a training plan that encompasses compliance training and direct training instruction related to their individual position. Established employees and supervisors are also provided with annual professional development training plans to ensure continued fidelity to practice models throughout all programs. In addition, relevant professional development opportunities are made available to all employees across all programs throughout the year.

BAYS' approach to the training and development of its employees is comprehensive and responsive. The Training Department is comprised of professionals who are experienced in facilitating professional development events and job coaching. Their background encompasses expertise in both juvenile justice and child welfare. BAYS Training Director currently holds a Child Welfare Trainer Certification through the Florida Certification Board, with child welfare training experience in both investigations and case management services.

BAYS offers the following staffing plan chart outlining credentials, qualifications, and lines of supervision.

Position	Total	Duties	Minimum Qualifications
Program Director	1	Responsible and accountable for the daily operations and operational performance of the Family Stabilization Unit. This position is responsible for the overall management of the programmatic, administrative, financial, legal compliance, and operational systems related to the provision of care and services. Duties include provision of regular and timely reports regarding operations, services, and finances; establishing a respective and supportive workplace environment.	Master's degree in social work or a related area of study from an accredited college or university, and at least two (2) years of experience in human services or child welfare programs, or a bachelor's degree in social work or a related area of study from an accredited college or university and four (4) years of experience in human services or child welfare programs, or doctorate degree in social work or a related area of study from an accredited college or university.
Lead Family Support Partner	1	Provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children.	Master's degree in social work or a related area of study from an accredited college or university. A minimum of two years' experience working in the social work field is required.
Family Support Partner	1	Provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization	Master's degree in social work or a related area of study from an accredited college or university. Minimum of two years of experience working in the social work field required.

		and/or support caregivers in reunification with their children.	
Youth Behavioral Specialist	1	Provides intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children.	Master's degree in social work, applied behavior analysis or a related area of study from an accredited college or university. Minimum of two years of experience working in the social work field required.
Youth and Family Advocate	1	Provide support, guidance, mentoring, advocacy and psychoeducational services to the youth in the program. The Youth and Family Advocate primary goal is to successfully engage and connect with adolescents.	High School Diploma or equivalent required.
Family Support Coordinator	1	Duties and responsibilities include providing administrative support to ensure efficient operation of the office. Supports the team through a variety of tasks related to organization and communication.	High School Diploma required; Associates of Arts preferred.

For detailed job descriptions for each of the positions for the proposed family stabilization program, please see **Attachment 4**.

Certificates of Insurance

Please refer to **Attachment 5** for all related Certificates of Insurance as required by this procurement. Attachment 3 contains current Certificate of Insurance for our existing *Workers' Compensation Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Professional Liability or Errors and Omissions Insurance*.

BAYS agrees to name St. Johns County, as an “additional insured” certificate holder as outlined on page 20 of this procurement, upon award and contract agreement.

BAYS does not propose performing any work through the use of subcontractors, but would be amenable to any insurance requirements proposed by the funding authority.

Claims History

Please refer to **Attachment G** for a list of all claims and/or litigation history for the past seven (7) years.

SECTION 3: RELATED EXPERIENCE

Contact Information for Related Experience

HOPE Hillsborough

Contract Number: ECA-C13-SA-BAYS-FY21
Entity Name: Eckerd Connects
Timeframe of Performance: October 2017 – September 2022
Cost of Services provided: \$155,000 annually
Point of Contact Name: Randy Luecke
Point of Contact Agency: Eckerd Connects
Point of Contact Title: Chief Financial Officer
Point of Contact Email: RLuecke@eckerd.org
Point of Contact Phone Number: (727) 461-2990

HOPE Sarasota

Contract Number: BYSPR23
Entity Name: Safe Children Coalition
Timeframe of Performance: July 2022 – June 2023
Cost of Services provided: \$250,000 annually
Point of Contact Name: Nina B. Slater
Point of Contact Agency: Safe Children Coalition
Point of Contact Title: President/CEO
Point of Contact Email: bslater@sccfl.org
Point of Contact Phone Number: (941) 371-4799

Summary of Services Provided: HOPE (Helping Others Progress through Empowerment) is designed to complement case management services by providing intensive in-home family engagement through case management and therapeutic services, in order to successfully reunite youth with their families. Through intensive, in-home services, BAYS oversees the transition of youth who have entered the child welfare system and who are dually involved, or at risk of becoming dually involved. Services are designed to reunify the family and implement preventive measures to strengthen and stabilize the family.

Functional Family Therapy (FFT) - Orlando

Contract Number: Y22-2220
Entity Name: Orange County Government
Timeframe of Performance: January 2019 – September 2024
Cost of Services provided: \$648,720 annually
Point of Contact Name: Rebeca Malave
Point of Contact Agency: Orange County Board of County Commissioners
Point of Contact Title: Contracting Agent, Procurement Division
Point of Contact Email: Rebeca.Malave@ocfl.net
Point of Contact Phone Number: (407) 836-7608

Functional Family Therapy (FFT) - Jacksonville

Contract Number: JJD_Y4_BAYS-FFT_08012023-0531202
Entity Name: Partnership for Child Health
Timeframe of Performance: January 2020 – May 2024
Cost of Services provided: \$257,056 annually
Point of Contact Name: Vicki L. Waytowich
Point of Contact Agency: Partnership for Child Health
Point of Contact Title: Executive Director
Point of Contact Email: vickiw@pchjax.org
Point of Contact Phone Number: (904) 860-8530

Functional Family Therapy (FFT) - Hillsborough

Contract Number: BBB02
Entity Name: CHILDREN'S NETWORK OF HILLSBOROUGH
Timeframe of Performance: January 2022 – September 2024
Cost of Services provided: \$669,561.00 annually
Point of Contact Name: Terri Balliet
Point of Contact Agency: CHILDREN'S NETWORK OF HILLSBOROUGH
Point of Contact Title: Chief Executive Officer
Point of Contact Email: Terri.Balliet@cnhc.org
Point of Contact Phone Number: (656) 400-2780

Functional Family Therapy (FFT) - Gainesville

Contract Number: ME082
Entity Name: Lutheran Services Florida Health Systems
Timeframe of Performance: September 2022 – June 2024
Cost of Services provided: \$1,452,913.00
Point of Contact Name: Dr. Christine Cauffield
Point of Contact Agency: Lutheran Services Florida Health Systems
Point of Contact Title: Chief Executive Officer
Point of Contact Email: Christine.Cauffield@lsfnet.org
Point of Contact Phone Number: (904) 900-1075

Functional Family Therapy (FFT) Osceola and Brevard

Contract Number: BAY25
Entity Name: Central Florida Cares Health System
Timeframe of Performance: January 2023 – June 2025
Cost of Services provided: \$1,888,710
Point of Contact Name: Central Florida Cares Health System
Point of Contact Agency: Maria Bledsoe
Point of Contact Title: Chief Executive Officer
Point of Contact Email: mbledsoe@cfchs.org
Point of Contact Phone Number: (407) 985-3560

Functional Family Therapy (FFT) - Putnam

Contract Number: D12-23-BAYS-FFT
Entity Name: Central Florida Cares Health System

Timeframe of Performance: June 2023 – June 2024
Cost of Services provided: \$207,704 annually
Point of Contact Name: Karin Flositz
Point of Contact Agency: Community Partnership for Children
Point of Contact Title: Chief Executive Officer
Point of Contact Email: Karin.Flositz@cbcvf.org
Point of Contact Phone Number: (386) 238-4900

Functional Family Therapy (FFT) - Volusia

Contract Number: D12-23-BAYS-FFT
Entity Name: Community Partnership for Children
Timeframe of Performance: July 2023 – June 24
Cost of Services provided: \$641,6393.00
Point of Contact Name: Karin Flositz
Point of Contact Agency: Community Partnership for Children
Point of Contact Title: Chief Executive Officer
Point of Contact Email: Karin.Flositz@cbcvf.org
Point of Contact Phone Number: (386) 238-4900

Summary of Services Provided: Functional Family Therapy (FFT) is a short-term, high quality intervention program with an average of 12 to 14 sessions over three to five months. FFT works mainly with 11- to 18-year-old youth referred for behavioral or emotional problems by the juvenile justice, mental health, school, or child welfare systems. Services are conducted in both clinic and home settings, and can also be provided in schools, child welfare facilities, probation and parole offices/aftercare systems and mental health facilities. FFT is a strength-based model built on a foundation of acceptance and respect. At its core is a focus on assessment and intervention to address risk and protective factors within and outside of the family that impact the adolescent and his or her adaptive development. FFT consists of five major components: engagement, motivation, relational assessment, behavior change and generalization. Each of these components has its own goals, focus and intervention strategies and techniques. Our FFT program is currently operational in Circuits 3, 4, 7, 8, 9, & 13.

Supportive Trusting Relationships through Inclusion, Vision, and Empathy (S.T.R.I.V.E.)

Contract Number:
Entity Name: Community Partnership for Children
Timeframe of Performance: July 2023 to current
Cost of Services provided: \$670,000.00 annually
Point of Contact Name: Karin Flositz
Point of Contact Agency: Community Partnership for Children
Point of Contact Title: Chief Executive Officer
Point of Contact Email: Karin.Flositz@cbcvf.org
Point of Contact Phone Number: (386) 238-4900

Summary of Services Provided: S.T.R.I.V.E. is an enhanced Family Stabilization Service designed to complement child welfare case management services by providing intensive in-home family engagement through supportive and therapeutic services, in order to successfully prevent removal and/or reunite children with their families. Through intensive, in-home services, BAYS oversees the transition of children who have entered the Child Welfare System in Circuit 7 and who are dually involved, or at risk of becoming involved, in the Juvenile Delinquency System. Services are designed to partner with the family and implement preventive measures to strengthen and stabilize the family.

As referenced earlier, BAYS is a progressive organization with a positive culture, working to enhance the lives of children, families, and communities. We believe in the value and worth of every individual and we are committed to pursuing efforts such as the one outlined in this proposal in order to propose high quality service delivery models that blend our unique qualifications with the unique needs of specialty populations of youth and families. Our philosophy is grounded in the principles of positive youth development; it is strength-based, individualized, and purposeful. As systems and society have evolved throughout our organizational history, the needs of the youth that we serve have changed and many of their needs have become more complex. BAYS not only has the experience and relationships in communities, but we are innovative, flexible, and committed to continuous quality improvement to coordinate care and improve services.

We have had the opportunity to operate our HOPE program (detailed above) for five years in the Hillsborough and Sarasota counties system of care and our STRIVE Program for 1.5 years in for Community Partnership for Children. These programs were born out of the need to serve teens but have grown to serve children of all ages and their families. It is important to note that several members of the BAYS leadership team have an extensive background working within the crossover philosophy of care, therefore, have the necessary skills and insight needed to ensure the unique needs of this special dually served population are addressed with awareness, dignity, empathy, and compassion. Our organization is dedicated to working with at risk youth and our leadership is committed to working with partners to develop meaningful programming to assist struggling families.

Additionally, several years ago BAYS strategically committed to becoming a premier Florida provider of Functional Family Therapy (FFT) by partnering on a project with the Orange County, Florida Board of County Commissioners. Since that time, we have also increased our FFT efforts to include services in Circuits 3, 4, 7, 8, and 13. At our Orange County FFT program, we routinely receive referrals from Child Protective Investigators for prevention services and have seen great success in preservation of families and the overall stabilization of in-home placement. Since initiating programming in 2018, FFT Orange County has served 386 families. Based on a data report from February 2022, of the 386 families served 100% of FFT therapists have achieved a score of 3.0 or higher for adherence and competency six months after training is complete, 88% of client families served were discharged as successfully completing FFT services, 90% of all successfully discharged client families indicate a positive change in family functioning, 95% of parents reported satisfaction with programs services, and 96% of youth reported satisfaction with program services.

Our Duval County (Jacksonville) FFT program has also accepted referrals from child welfare with the intention of supporting reunification and family cohesion during the process. Most importantly, the Jacksonville FFT program has been able to provide oversight to families who are at risk of removal or further penetration into both the delinquency and dependency system and have done so with tremendous success. Since January 2020, FFT Jacksonville has served 180 families. Based on a data report from January 2024, of the 180 youth and families served, 91 percent of the youth remained in the community and in their homes with natural supports. Additionally, 86 percent of the youth served refrained from any new law offenses and 84 percent of families reported no intensification of safety-related risks.

FFT is also one of the few recommended evidence-based practices currently eligible for Title IV-E reimbursement to states under the Family First Prevention Services Act (FFPSA) and because of our commitment to develop services that work to keep children and families from entering Florida's Child Welfare System, we have made a strong strategic commitment to become aligned with FFPSA as an organization. Motivational Interviewing (MI) is also one of the other approved practices under FFPSA, and BAYS has been using MI in all of our programming when it is warranted for over ten years.

In addition, the HOPE program has demonstrated the following outcomes, verified through FSFN as part of the performance measurement process. Since 2020, HOPE has served 160 children and families. In a June 2023 data report 100 % of the children receiving services were not involved in an out-of-home placement within 90 days of reunification, 100% of children receiving HOPE Services did not experience subsequent maltreatment with verified findings during service provision and none of the children served were placed in an out of home placement during service provision.

Also, the STRIVE program has demonstrated the following outcomes, verified through FSFN as part of the performance measurement process. Since 2022, STRIVE has served 61 families and 157 youth, 100 % of the children receiving services were not involved in an out-of-home placement within 90 days of reunification, 100% of children receiving.

We submit to you that our blended experience of being a reliable community partner concerned with the well-being of the communities that we serve, our dedication to helping youth and families, and our experience working with delinquency youth, coupled with our well-grounded refreshing approach to HOPE, STRIVE and FFT programs, BAYS has the experience necessary and professional understanding required to support the youth and families concerned in this proposal.

SECTION 4: APPROACH/METHODOLOGY

Crisis Response and On-Call Coverage

Crisis response and crisis intervention services will be available 24/7 by the STRIVE team. All team members including the Program Director and Family Support Partners will participate in our crisis response and intervention services. All staff members will be trained in crisis intervention to ensure timely access to the support and assistance that families in crisis need. The designated STRIVE on-call team will participate in a supportive, rotational, and flexible on-call schedule. The Program Director will be responsible for creating an on-call schedule (to include Family Support Partners) for a daily rotation of on-call duties Monday-Thursday and an assigned Family Support Partner will be assigned weekend on-call duty each week. The Family Support Coordinator will utilize a phone transfer method to ensure that the main line is connected to the identified Family Support Partner staff member for that day. Clients will be provided with an on-call number at admission, along with educational materials, resources, and an overview of STRIVE's on-call procedures. The STRIVE team will support and educate clients on community partners that would best fit their needs and immediate situation through an orientation of available community resources and ongoing efforts to establish and maintain connections between the families and resources need to strengthen their stabilization efforts. On-call staff will not only be responsible for the services listed below but will also be required to comply with all of the necessary documentation related to each event such as: assessments, a crisis stabilization plan, safety plan, and progress notes, a follow up staffing and ongoing collaboration with community partners as necessary will be foundational building blocks that are used to enhance continued stabilization efforts.

In addition to helping resolve any crisis, The STRIVE team will work with the individual and their families to identify and develop strategies for effectively navigating with potential future crises. The STRIVE team will work with community stakeholders for response and de-escalation, but also stabilization and safety planning. Stakeholder collaboration will include sectors such as law enforcement, education, emergency responders, the business community, health and human service-related providers, family members, advocacy groups, peer organizations, and emergency dispatchers. Services that will be considered include evaluation and assessment, development of safety or crisis plans, providing or facilitating stabilization services, supportive crisis counseling, education, development of coping skills, and linkage to appropriate community resources.

A crisis should be thought of as a system out of balance. Many people maintain a state of equilibrium on a day-to-day basis effectively. Well balanced individuals are able to overcome obstacles because they have developed good coping skills to reestablish equilibrium after some event has temporarily knocked them off balance. Crises occur when the balance cannot be regained, even though individuals are trying extremely hard to correct the problem. In other words, the person is pushed enough off balance that he or she needs assistance to rebalance his or her system. If the person believes that he or she is experiencing a crisis, it is best to honor that belief. Our primary focus will be on the needs of the person who is experiencing the crisis rather than the cause that evokes this response.

Goals of crisis services:

1. Promote safety and stability of individuals experiencing the perceived crisis.
2. Minimize additional or further deterioration of clients experiencing perceived crisis.
3. Help client experiencing crises, deescalate and/or connect and obtain ongoing care and treatment to mitigate the situation.
4. Prevention of client placement in settings that are more intensive or more restrictive than necessary to meet a client's needs.

Components of crisis services:

1. Triage
2. Intervention
3. Follow-up services

Each component of working in a crisis is important; however, the first few minutes of a crisis contact could determine if the individual will continue to seek assistance. Setting a therapeutic tone for crisis situations will be critical in determining the outcome of the situation. Although - one person may present with a crisis, family members and/or significant supports are usually also impacted. It will be important to engage family members for information and clarity to the extent appropriate.

Initial Screening

Screening can help determine the root of the problem and the needs of the individual. It is also important for providing guidance for crisis prevention and/or early intervention. Prior to initiating any crisis assessment services, a screening of the potential crisis will be conducted. The initial screening will be conducted through a telephone call or telehealth session. The screening information will determine if a formal crisis assessment is warranted. During this initial contact the on-call Family Support Partner will gather basic information, determine whether a crisis event is present, identify parties involved and determine an appropriate level of response. The Family Support Partner will utilize active and supportive listening skills to determine if a crisis telephone intervention is appropriate, or if a face-to-face assessment is required. The initial screening will consider all available services (STRIVE intervention, crisis response team, law enforcement, case management, etc.) to determine which service intervention would best address the person's needs and circumstances. For some individuals, information about services or a referral to a local services provider may be an appropriate and sufficient intervention. Others may need additional assessments.

Crisis assessment

Our crisis assessment will evaluate any immediate need for emergency services and the person's

- Current life situation
- Sources of stress and acuity level
- Mental health problems and symptoms
- Strengths
- Cultural considerations
- Identifiable and realistic support network
- Drug and alcohol use
- Current medication use
- Vulnerabilities

- Current functioning

Possible determinants and indications that will be used to indicate that a face-to-face intervention is required will include:

- Extreme dysphoria
- Extreme depression
- Suicidal intent
- Homicidal intent
- Acute psychosis
- Hopelessness
- Helplessness
- Extreme tearfulness
- Extreme detachment or withdrawal/isolation

If the crisis assessment determines that crisis intervention services are needed, the Family Support Partner will contact the most appropriate emergency response team. As part of the crisis intervention services, the Family Support Partner will develop a crisis stabilization plan. The plan will address the needs and problems noted in the crisis assessment and refer to identified services to reduce or eliminate the crisis.

Crisis Intervention Process

The Family Support Partner will work through the seven stages of a crisis (Alan A. Roberts, Crisis Intervention and Time Limited Cognitive Treatment). These stages include the following:

1. Assessing lethality and safety needs
2. Establishing rapport and communication
3. Identifying the major problems
4. Dealing with feelings and providing support
5. Exploring alternatives
6. Formulating an action plan
7. Follow up measures

The Family Support Partner will utilize active listening, clarification, paraphrasing, validation, affirmations, and reflection while remaining objective, empathic, and human. The Family Support Partner will develop a crisis stabilization plan with the client. The plan will be short-term, doable, and developed as much as possible by the person experiencing the crisis.

Specific activities that allow the feeling of control over his/her life will be included and prioritized. Family Support Partners will also encourage the client to think of additional resources and take an active part in identifying tools. This process will include allowing ample space for the families to identify natural supports that can assist them in a formal stabilization process. The plan will be documented, and a copy will be provided to the client and the Family Support Partner as well.

Follow up service will be integrated into the plan as part of our crisis intervention/stabilization services. These services will range from follow-up telephone calls, telehealth sessions, or face-to-face contact the next day, depending on the need of the person. Examples of follow up support

services may include natural support systems, support groups, regular outpatient therapy, medication management and respite care.

Building collaborative relationships in the community will benefit not only the clients of our crisis services, but also the crisis delivery system as a whole. Sharing information and resources with community partners will improve continuity care for our clients. The STRIVE program will partner and collaborate with the local Orange County providers to ensure that appropriate, timely, services are available and that continuity of care of follow up services is prioritized. The Family Support Partner's continued role will be to assist the client in developing and extending their support network. Continued collaboration with other local providers will assist in making appropriate referrals for clients who will need additional support or specialized support outside the scope of their present network. The STRIVE team will actively partner with community providers and clients to positively affect the client's ability and willingness to elicit help when it is needed. Building relationships with advocates, individuals, community leaders, families of clients and community service providers will ensure that consistent and ongoing wraparound support is strengthened and in place.

To engage a child or family in services that are focused on safety and security, we must ensure that their essential needs are addressed. At the initial receipt of the referral, essential needs (such as housing, food, and safety) will be assessed and become the cornerstone of the risk, need, and responsibility case planning process. A critical piece of this process is developing a plan for crisis response if needed and when indicated through our assessment process.

Additionally, we must assume that every child and family referred to services has experienced some form of trauma. As helping professionals, we must work diligently to ensure a level of physical and emotional stability is achieved and, more importantly, sustained. With that said, BAYS intends to ensure that every case plan begins with a stabilization plan. The purpose of the stabilization plan is to establish and create palpable resources and methodologies that will begin to rebuild the child and the family's trust in service providers and the system as a whole. True transformation occurs not only when the textbook form of safety is achieved, such as basic needs, but when a person actually *feels* a level of safety.

By outlining the stabilization plan, it prepares the youth for day-to-day activities. The stabilization plan provides a sense of security, as well as enhances internalized empowerment and individualized control. Enhanced self-efficacy is often linked to a decrease in mental health symptoms and subsequent problematic behaviors because of stress. Researchers note that among the mechanisms of human change none is more central or prevalent than beliefs of personal efficacy (Bandura, 2006).

The crisis stabilization plan will include tangible resources for the youth, family, foster parents, and care team. The tools outlined in the crisis stabilization plan are not only easily accessible but ready to execute, ensuring a timely and effective response.

Plan to Initiate Service Delivery

BAYS can impart an elevated level of competency in providing a responsible and timely program start-up operation. We have vast experience in opening programs and offices throughout the state. Additionally, we currently operate a Juvenile Diversion Alternative

Program (JDAP), Youth Screening Program (YSP), Civil Citation and Functional Family Therapy in Circuit 9, as well as having a regional leadership presence in Orlando and Jacksonville. We are fully committed to an implementation and transition that is timely and responsible to all parties involved, including the CBC, stakeholders, and most importantly children and families. BAYS will use the initial 30-60 days to recruit, hire and train employees, furnish offices, and deploy and install all the necessary information technology infrastructure with the goal of being fully operational within 60 days of contract initiation. *Please note that the required background screening and verification of credentials routinely takes up to 21 days as BAYS must rely on other parties such as DCF, licensing institutions, previous employers, universities, and references to respond to our requests for verification. While these steps are firmly out of our control, we will dedicate the internal resources required to ensure that no delays occur on our end. BAYS will work quickly to perform these tasks while ensuring that we hire quality employees that meet all safety and background requirements.*

BAYS aims to onboard the team together, with a comprehensive new employee orientation on site. The Program Director will work closely with the Vice President of Behavioral Health Services, Director of Prevention and Family Services, Director of Training and Staff Development and the Chief Operating Officer to execute the next phase of implementation, in close coordination with stakeholders. It is critical to quickly build relationships and supports needed to set the team up for success. The team will work together to complete established training plans and will work in partnership to familiarize themselves with the organization. The cohesive togetherness of the onboarding process increases connection and safety within the team unit, one in which BAYS feel is critical to the culture of the agency. Targeted job coaching will be provided by the Director of Training and Staff Development and the Director of Prevention and Family Services, with both parties possessing a rich background in child welfare services. As the program begins to receive referrals, the implementation team will provide support through a service review team process.

Evidence-Based Practice

Organizational Leadership, Support, and Strategies

The children and families involved in the existing system of care often experience barriers to successful outcomes due to family dynamics, socioeconomic status, placement challenges, and/or parents and guardians who do not understand how to navigate the system of care. When a family's ability to navigate the aforementioned systems of care is compromised it could result in further penetration into the dependency and juvenile justice systems. The child and family may cope through learned helplessness and feeling as though they no longer have a voice or the ability to make changes. Our trauma-informed approach coupled with the consistent use of Motivational Interviewing has demonstrated success in long-term successful behavior change.

First and foremost, BAYS will seek to recruit and hire a well-established, accepted, and respected member of the child welfare industry to serve as our Program Director; shared experience in the juvenile justice system will be preferred and sought out. In part, our overall success as an organization is based on the fact that we deliberately hire, train, and support individuals that chose to dedicate their careers to working in partnership with individuals, families, and communities and we provide them with appropriate programming opportunities to

put that passion into practice. An intensive focus on staff wellbeing and retention has assisted us in reducing turnover and allow for maximum service delivery and results.

As important as it is to understand the reasons that drive our employees to leave BAYS, it is just as important to understand why our valuable employees stay. Studies have suggested that employees become embedded in their jobs and their communities and as they participate in their professional and community life, they develop a web of connections and relationships, both on and off the job. Leaving a job would require severing or rearranging these social and value networks. Thus, the more embedded our employees are in BAYS and the communities we serve, the more likely they are to stay. BAYS uses many tools and resources to improve our employee engagement by providing mentors, fostering team cohesiveness, encouraging employee referrals, a Leadership Development Program, and providing clear socialization and communication about the organization's values and culture, as well as offering financial incentives based on performance or unique incentives that may not be common elsewhere. Prior to the pandemic BAYS had many employee engagement and retention practices in place that are still in place, however BAYS quickly recognized the employee landscape changed during the pandemic and was quickly able to adjust to the wants of our employees after 2020. In an effort to assist leadership with the wants and needs of our employees, a focus group was created with representatives from each program within the organization to focus on recruitment and retention efforts. Some of the engagement efforts we currently have in place include:

- Flexible scheduling options that have been put to the test.
- Employee Recognition Program
- Employee Advisory Committee
- Self-Care Days
- BAYS in the Community Days
- Health and Wellness Program
- Yearly program and individual awards
- Monthly Lunch and Learns
- Annual Employee Satisfaction Survey
 - An action plan is developed by the CEO based on survey results and in-person meetings with each office location in the organization
 - The action plan is shared organization wide and updated quarterly to allow all employees an opportunity to review the overall progress being made on the desired improvements

Core Competencies

We will also provide an additional focus on the competency and development of the following areas as part of our overall approach. Upon hiring of the skilled team, the focus will shift to building competency in the core programmatic areas.

Trauma-Informed Practice: We recognize that many of the youth and families referred to this team may present with complex histories of trauma which are often reflected in the child's behaviors. Greeson et al. writes, "*Complex trauma*, a term used to describe both a constellation of causal risk factors involving repeated interpersonal trauma by caregivers early in life; and the resulting dysregulation that occurs across a range of areas including emotional, behavioral, interpersonal, physiological, and cognitive functioning." We seek to painstakingly train the

members of our team in Trauma Informed Care, Motivational Interviewing, and verbal de-escalation techniques. Each team member will be required to pass a competency exam in these areas and will be continuously provided in-service training and continued competency assessments.

Additionally, we believe that the children who comprise this population have had their trust broken countless numbers of times, resulting in a deep fear of trusting another - which is unimaginable to most of us. We believe that many children within this population are unable to accept the degree of help necessary for their marked improvement because of the trauma involved in their numerous placement disruptions alone. Any system of care developed for this population should have a focus of determining *“what has happened to you?”* as opposed to *“what is wrong with you?”* That is to say, the focus should be on the ecological foundations in which this child has emerged rather than the behavioral coping skills they have developed. Providing services through a trauma-informed central approach will enhance the current model of care and prove to have long term effects on the community approach to treatment for this population of children.

All BAYS employees working in the team will receive Trauma 101 training. Trauma 101 will provide staff with an understanding of what trauma is and how it impacts the population we serve, as well as the community. To further our sincere emphasis and commitment to a trauma-informed care approach, our team members will receive training on Trauma Focused Cognitive Behavioral Therapy (TF-CBT), an evidence-based treatment for children and teenagers impacted by multiple and complex trauma. TF-CBT is outlined in greater detail on page 21 of this proposal.

Mental Health First Aid: Additionally, our support staff (Family Support Coordinator and Youth and Family Advocate) will receive Mental Health First Aid training. Mental Health First Aid is a national certification through the National Council for Behavioral Health that is proven effective. Peer-reviewed studies show that individuals trained in the program grow knowledge of signs, symptoms and risk factors of mental illnesses and addictions, and can readily identify multiple types of professional and self-help resources for individuals with a mental illness or addiction, increase their confidence in and likelihood to help an individual in distress, and show increased mental wellness themselves.

Motivational Interviewing: The team will receive initial and ongoing training on Motivational Interviewing. Motivational Interviewing helps people become motivated to change the behaviors that are preventing them from making healthier choices. It can also prepare individuals for further, more specific types of therapies. Research has shown that this intervention works well even with individuals who start off unmotivated or unprepared for change. Motivational interviewing is also appropriate for people who are angry or hostile. They may not be ready to commit to change, but motivational interviewing can help them move through the emotional stages of change necessary to *find* their motivation. BAYS has an internal MI trainer that can ensure all staff are trained efficiently and effectively, and routinely receive refresher training. The same techniques can be used to provide effective supervision to staff. BAYS has developed an annual MI refresher for all staff as well; it is a technique that requires ongoing intention and

coaching. BAYS has a rich history of embracing MI as an organization and infusing it into all of our direct service programming for the last decade.

Crisis Intervention Training: Crisis intervention, also known as de-escalation, is a set of interventions and strategies designed to influence the course of a crisis so that a more adaptive outcome will result, including the ability to better cope with future adversity (Jacobson, 1968). Due to their history of complex trauma, it is likely that a youth will present severe dysregulation and inability to effectively navigate the decision-making process when prompted with a change, directive, or less than favorable prompt. In that, it is imperative that professionals engaging this population possess the necessary skills needed to respond to a crisis and to appropriately intervene and de-escalate the youth, without the support of external community resources, such as law enforcement. Sunshine Health offers a highly suitable de-escalation and crisis intervention training for behavioral health providers and will be required of all professionals working within the system of care proposed in this response.

Team Leadership

Service delivery will begin when a referral is received. The Program Director will conduct a thorough review of the case and any collateral information available. It may require reaching out to partners to obtain as much rich information as possible to best prepare for the orientation, as engagement is paramount. The Program Director is responsible for staffing the case with the Family Support Partner to arrange an orientation within one (1) business day. In the event critical information is missing, it will not delay the initial contact, however, it will frame out a multi-step assessment process outlined at a later time. All partners serving the family will be notified of the initial orientation to enhance the spirit of our desire to form a collaborative effort.

Every case will be reviewed by the Program Director or Lead Family Support Partner every week in a service team setting; it will also align with reviewing the weekly progress report. The weekly service team will also be used as an opportunity to explore successes and to promote and build on those strengths within the family. The reviews will be deliberately thorough, collaborative, and directive. Each review will be documented, and any directives will be followed up on at the next review. BAYS strongly believes that the quality of the supervisor review is critical to client success and will provide the necessary additional support to the team, while monitoring quality and ensuring accountability by all parties. In the event the team needs additional support or feedback, the Director of Prevention and Family Services will be available to staff cases.

A pivotal part of the ongoing care coordination is collaboration with all partners involved with the child and family. Following the initial orientation and assessment process, a multi-disciplinary staffing will be held. As the program will receive referrals across the system of care, the participants invited will vary; however, at a minimum the family or youth will be invited and asked to provide input, including recommendations for informal or natural supports that they deem critical or identify as helpful for success. All partners or systems working with the family will also be encouraged to attend. If possible or when appropriate, the family may lead the staffing. A core goal is to establish roles and to ensure not just that services are established, but to ensure they are not duplicated and that promises are kept. Additionally, the team will

participate in any established or ongoing staffings, as this step may be overlaid on an existing team providing services.

Threaded throughout this entire process are the principles of positive youth development and strength-based care. BAYS has provided this model of care for youth in our delinquency diversion services for well over ten years, and we continue to lead the way in evolving our service delivery through innovation and partnerships with leading experts in juvenile justice and child welfare reform efforts. Our leadership team has worked on projects such as the Georgetown Crossover Youth Model Program, Georgetown Juvenile Justice Reform Project, Roadmap to System Excellence, and many others. Several members of the BAYS leadership team have worked on local crossover projects throughout the state, aimed at using a multi-disciplinary approach to engage families and prevent further penetration into *either* system of care. Although safety is paramount, it is founded in the principle that children belong with their families, and that may mean redefining the traditional family model and building a network of formal and informal supports.

Additionally, BAYS has long been a partner with the Florida Department of Juvenile Justice in the development of the validated risk assessment tool CAT (Community Assessment Tool) which is obtained through Motivational Interviewing. The principles established through these many projects are founded in years of research on the risk and responsivity model. At its core is assessing first the strengths of a youth and family before then assessing risk, particularly, dynamic risk factors, to develop a dosage of intervention or treatment (the responsivity). BAYS has used many of the same principles in our expansion of child welfare services, particularly in developing services for adolescent populations.

Interventions with Clients

Quality Service Delivery

BAYS sees the STRIVE program as not just an overlay to the system of care, but as a collaborative partner in care coordination and system navigation. To achieve this overarching goal, the proposed interventions must be varied and individualized. It begins with a strength-based model of care founded in positive youth development and the core belief that all families have worth and value.

Motivational Interviewing

Motivational Interviewing is a well-supported model in the Prevention Services Clearinghouse and has long been used as an evidence-based intervention in juvenile justice. Motivational Interviewing (MI) is designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes. MI aims to identify ambivalence for change and increase motivation by helping clients progress through five stages of change: pre-contemplation, contemplation, preparation, action, and maintenance (Miller & Rollnick, 2013). MI uses clinical strategies to help clients identify reasons to change their behavior and reinforce that behavior change is possible. MI has shown to be particularly effective in supporting youth in child welfare who are exhibiting negative behaviors, as adolescents often feel they are being told what to do by systems or professionals (Hohman, Barnett, & Shillington, 2012). It also has a long history of

being used in substance abuse and research indicates parents who use substances are at a greater risk of child maltreatment (Child Welfare Information Gateway, 2014).

Positive Youth Development Model

Positive Youth Development (PYD) is an overarching approach to working with youth. It is a strength-based model founded in the research around protective factors, rather than focusing on risk factors alone. The goal is to engage youth as an equal partner to build prosocial supports and reduce risk. PYD lays the groundwork for systems to shift from seeing disruptive youth as problems to be managed. Historically, many programs serving at risk youth have been built upon a deficit model. PYD uses an asset approach instead, and views youth as resources and builds upon their capabilities. Growing evidence has demonstrated that PYD can nurture protective factors and decrease problem behaviors (Benson and Saito 2000). The PYD model will serve as the underpinning of our service plan process, outlined later in greater detail.

All team members, including the Family Support Coordinator, Youth Behavioral Specialist and Youth and Family Advocate will receive training in MI and PYD. BAYS feels strongly that all team members must use a shared language and approach with families for continuity of care.

Rebound and Recovery

The team will be certified in the Early Education and Teen Rebound and Recovery Curriculums from Florida State University. Rebound and Recovery provides a comprehensive foundation of knowledge on Cognitive Behavioral Therapy and the impact on social emotional learning. Participants of the certification gain insight into the concept of the connection between a youth's emotion and thoughts and that of their behavior. The curriculum gives individuals working alongside youth the necessary tools to understand the youth's emotions and how those emotions impact their thoughts and actions. It can be used in a group setting or individually with a child, youth, parent, or caregiver.

Trauma-Focused Cognitive Behavioral Therapy

Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) is a program for children and adolescents who have symptoms associated with trauma exposure. It is a promising practice in the Prevention Services Clearinghouse. TF-CBT is intended to treat children/adolescents who have post-traumatic stress disorder (PTSD) symptoms, dysfunctional feelings or thoughts, or behavioral problems. The intervention also supports caregivers in overcoming their personal distress, implementing effective parenting skills, and fostering positive interactions with their child/adolescent. TF-CBT has demonstrated effectiveness in a variety of settings, with children and families from diverse backgrounds, and with various trauma types (Choen & Mannarino, 2015). However, it is not usually appropriate for treating adolescents whose primary area of needs are related to conduct oriented difficulties or significant behavioral challenges. In cases such as this, MI is considered a more effective intervention.

The team would use these interventions individually or in tandem based on individual risk and need. An assessment of the child, family, and environment will be crucial as to not disrupt current services or support, and to maximize treatment effectiveness.

STRIVE Services

Assessment Tools Utilized by the Program

BAYS seeks to set forth the following interventions to enhance the wellbeing of children and families served. The core concept and fundamental values of dignity and respect are paramount, along with acknowledgement that the youth is the expert in their life. When youth involved with the legal system are given a voice, it enhances their belief that the legal system is fair and improves their likelihood of obeying laws and directives in the future (Beal, 2018).

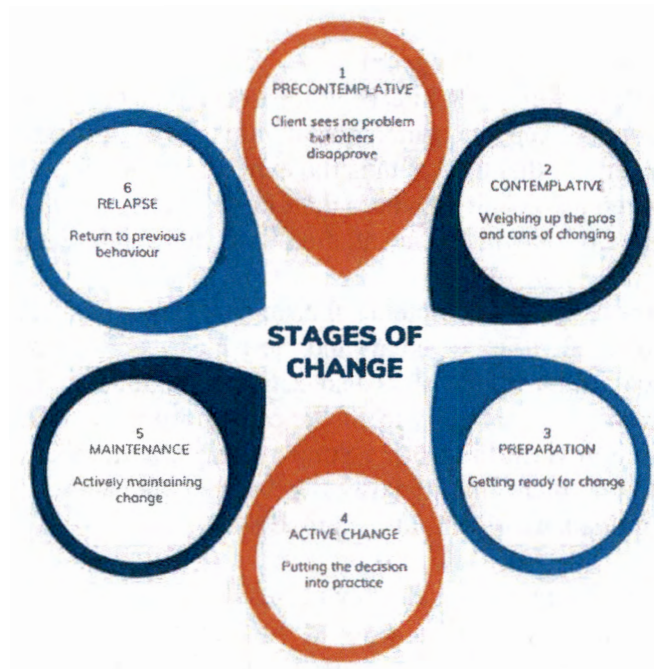
Upon initial referral, the team will complete a thorough review of collateral information. Many times, families have touched various systems and there may be a wealth of information to guide engagement and reduce further trauma. It is also critical to conduct an inventory of systems and/or agencies involved with the family to ensure care coordination and individualized service planning. After the initial review, the Family Support Partner will meet with the family within one (1) business day to complete an initial assessment. As noted above, the Program Director provides support and guidance throughout the process.

BAYS feels strongly that assessment is the key to success. Through assessment, professionals seek to not only gather information about a youth and family but also to understand how to best accommodate the uniqueness of their lived experience and presenting situation. The assessment is guided by the principles of Motivational interviewing and Family Team Conferencing. The core principles include:

- Resist telling them what to do
- Understand their motivation
- Listen with empathy
- Empower them

Our assessment process is guided by the principle that all people are capable of change and are often able to find the solutions within themselves. The same principle applies to children through a positive youth development model approach. In many instances, children and families are seen as problems to be solved rather than affirming and acknowledging their strengths. This process also embraces informal support systems that can wrap a family and build help build upon existing resiliencies.

A note about assessments. Many families interacting with child welfare are angry, defensive, ashamed, or guarded. At its core, the assessment process may be intrusive and duplicative. BAYS proposes a tiered assessment approach based on the individual circumstances in each referral. At a minimum, an initial strength-based assessment will be completed at the orientation. However, there may be instances that assessing a previous or current trauma or connecting with a teen about their environment, may not occur at that first meeting. It is essential to build initial trust and assess where the youth or family is in the cycle of change. As diagramed below, the cycle of change used with Motivational Interviewing means adjusting the engagement based on the current stage of change.



Assessment and planning within a supportive relationship begins at the start of the therapeutic relationship and requires a youth, family, and the Family Support Partner to work collaboratively. Utilizing Motivational Interviewing, the Family Support Partner will assess biological, psychological, and social factors that can be contributing to a problem or problems with the family to better identify individual needs.

The Family Support Partner will engage the youth and family in a discussion upon acceptance of the referral. The Family Support Partner will assess the youth and family’s current service needs, to include ongoing services, needed services, or community-based resources utilizing Motivational Interviewing and the STRIVE Intake and Admission Assessment Form. If the youth and family are engaged with other service providers or community-based resources, the Family Support Partner will notify those parties of support services if the family is open to completing a signed Authorization for Release of Information form. If the youth and family identify additional resources or support needed, the Family Support Partner will complete additional referrals on behalf of the youth and family. The Family Support Partner may also request the Youth Behavioral Specialist provide additional support services based on need and the information gathered from the initial assessment.

The STRIVE program will place great value on and-embrace the individual needs of each family and youth that we partner with. During the initial rapport building and partnership phase, should the Family Support Partner and/or Youth Behavioral Specialist feel additional assessments are required for the development of the most robust and individualized service plan based on the needs of the youth and/or family, the following assessments may also be utilized:

- Family APGAR

- FACES IV: Questionnaire
- Family Advocacy and Support Tool (FAST)
- Measure of Family Well-Being
- North Carolina Family Assessment of Strengths and Needs
- GAIN-Q3
- YLS/CMI 2.0
- VRAG
- ACES
- PHQ-9
- GAD-7
- PCL-R

Additionally, BAYS seeks to implement the use of the Casey Life Skills (CLS) Toolkit. The CLS Toolkit was created by foster care alumni, parents, child welfare experts, and frontline service providers. The CLS toolkit acts as a vital resource in establishing realistic methodologies that will enhance both development and healing. The assessments are youth-centered and focus heavily on inherent strengths and areas of needed improvement.

The CLS Toolkit is comprised of two assessments, with one being a condensed version of the first. The primary focus on the assessment is to evaluate 9 specific areas to include (1) daily living, (2) self-care, (3) housing and money management, (4) relationships and communication, (5) work and study, (6) career and education planning, (7) civic engagement, (8) navigating the child welfare system, and (9) sense of future.

BAYS recognizes that for success to occur, professionals must be willing to meet the family where they are and the CLS Toolkit will provide the foundation for that notion. This individualized approach to assessing needs will ensure success is defined based on the unique challenges presented by that specific youth and family.

Individualized Service Plan

The core of the family's success in the program lies in the development of the Individual Service Plan. There will be a team approach to how a family's needs are met and individualizing the family's goals will be at the forefront of the creation of an Individual Service Plan. The youth, parent and other identified supports' input will provide ownership and buy-in to increase the family's successful completion of the program.

The Individual Service Plan will be the blueprint that guides the family through the STRIVE program. The goals and objectives of each plan will be individualized to address the family's needs. The rate of successful completion of the program increases when the youth, parents and family have been afforded the opportunity to provide input in their plan.

Upon completion of the initial contact, initial face to face Intake, Admission, Assessment Form, and MDT staffing, the Family Support Partner will review all information to support in the development the family's Individual Service Plan and in a proactive attempt to limit overlapping objectives, goals and tasks that may cause additional stressors on the youth and family. The Family Support Partner will make recommendations for community resources to address the

family's needs which shall be included in the family's ISP (Individual Service Plan). The overarching focus will always remain on what the youth and family need to feel supported, empowered, and successful.

In the development of all ISP's, progress notes will indicate how the youth, parent, and identified supports provided input in the creation of the plan and how their preferences were included prior to signing the ISP. The plan will address identified needs and will contain clear action steps that state the elements of *who*, *what*, and *how often*. Targeted completion dates will be clearly stated in the plan in a manageable and supportive manner.

The Family Support Partner will document the responsibilities of the youth, parent, identified supports, the Youth and Family Advocate, and the Family Support Partner. The ISP will be a living document and will be reviewed and or modified on a continual basis throughout the duration of services and based on the family's progress and/or needs.

A copy of the Individual Service Plan will be provided to each case participant. Any changes to the ISP will be reviewed with the family by the Family Support Partner. Documentation of the updates will be included in case notes. The Family Support Partner will also communicate progress during staffing's and with involved community partners.

Manage Referrals and Workload

Youth and families receiving family support services from the STRIVE program will meet the following STRIVE admission criteria which includes, but is not limited to the following:

- Clients served by the STRIVE program who reside in Orange County.
- Any children in the Central Florida Cares Health System of Care who need services to help prevent removal/support permanency.
- Referral for assistance with stabilization and/or reunification with parent(s) or relative/non-relative caregiver(s), at least one adult member of the household must be willing to cooperate with program services.

Upon receipt of referral, the STRIVE Director will ensure that the referred case meets criteria prior to assigning the case. Exclusionary criteria for the youth and/or family will include the following:

- No adult members of the household are willing to cooperate with program services.
- Are not residing in Orange County.
- Youth and/or caregiver with current acute psychosis.
- Youth and/or caregiver that present with severe psychiatric illness:
 - Actively suicidal
 - Actively homicidal
 - Actively psychotic

By tracking referrals, the STRIVE program will ensure that referrals are retrieved, assigned, and closed in a timely manner. By keeping proper documentation, the STRIVE program will readily provide access to program-specific data. All referrals will be sent to the STRIVE program specific email address and made utilizing the STRIVE Referral Form or via telephone for a consultation, if needed.

Once received, the STRIVE Director will assign the referral to the Family Support Partner next in rotation and will place an electronic copy of the referral in electronic record. The STRIVE Director will add the referral to the STRIVE Referral Tracker located in the electronic record. The Family Support Partner and or identified staff member will contact the necessary parties to schedule the initial face-to-face visit within one (1) business day. The assigned Family Support Partner will update the tracker throughout the separate phases of engagement (i.e., attempts to contact).

Services will begin as soon as a referral has been accepted. If the client is unable to be reached or the client declines services, notification will be sent to the referring party, the STRIVE Director and the Family Support Partner will notate their efforts on the tracker.

Through the assessment process, social, behavioral, emotional, and physical wellbeing will be evaluated. Should the family and/or youth benefit from behavioral therapeutic services, the Youth Behavioral Specialist will provide evidence based therapeutic individual/behavioral counseling services, by the recommended dosage. Youth Behavioral Specialist will complete an initial functional assessment within five (5) business days of case assignment and a Behavior Plan within five (5) business days of the completion of the assessment. Services are conducted in home settings, and can also be provided in the community, schools, child welfare facilities, probation and aftercare and mental health facilities.

The Youth Behavioral Specialist will utilize a behavior tracker throughout services, as needed, and complete a post functional assessment within five (5) business days of case closure.

Ongoing Documentation

Contact notes are generic case entries that detail any contact that has taken place with a youth or family outside of a session. Contact notes can also capture communication with other parties involved with the youth. Documentation completed also provides the STRIVE Director the opportunity to ensure the STRIVE is adhering to the fidelity of the model.

At minimum, a contact note will be entered when the following interactions occur:

- Initial attempts to contact the youth and family to initiate treatment include telephone calls, voicemails, text messages, emails, and other forms of communication.
- Contacts by the support staff team (including the Youth and Family Advocate and the Youth Behavioral Specialist).
- Any communication exchanged regarding cancelled or rescheduled sessions.
- Communication with other parties involved with the youth and family (I.E., case managers, GAL's, substance abuse providers, JPO's, court officials, etc.)
- If supporting documentation is provided after initiation of services (I.E., school records, progress reports from other service providers, delinquency related documentation, etc.).

The Family Support Partner will ensure that a contact note is clear, concise, and accurate. Contact notes will be completed within two (2) business days following an interaction.

The STRIVE team will be responsible for case assignments as secondary to every child on cases served.

The Case Closure Summary will include progress made, referrals made, recommendations for continued services, and current non-paid support systems, to ensure on-going support for the family.

The Family Support Partner and Youth Behavioral Specialist will enter all the required information as outlined in the STRIVE Progress Note. Family Support Partners and the Youth Behavioral Specialist will ensure that session notes are clear, concise, accurate and reflect skill specific content.

Weekly progress reports will provide a summary of the referral source regarding a youth's or family's progress through treatment. Weekly progress reports will support and enhance ongoing communication between community partners the Youth Behavioral Specialist and the Family Support Partner.

The Family Support Partner and the Youth Behavioral Specialist will complete a weekly progress note on the STRIVE Weekly Progress Note Form for each family they are assigned to. Once the notes are typed, they should then be emailed to the STRIVE Director. The STRIVE Director will print, sign, and provide all weekly progress notes to the assigned Family Support Coordinator to file in the client record.

Supervisory Reviews

An essential part of support service supervision is the supervisory review process. It is an opportunity to review the progress on the Individual Service Plan, identify any barriers, and to make recommendations.

The supervisory review will begin at the case assignment with a thorough review of the referral and case documentation. The initial note will include specific instructions as well as individual needs of the youth and/or family identified through the referral process. Supervisory reviews will be conducted independently of any other staffing's and will be documented. The content of supervisory reviews must be tailored to the individualized circumstances of each case and address all safety concerns.

Once the case is assigned, the following steps will be followed.

- The STRIVE Director will complete a review at the time of the weekly Case Staffing Meeting.
- Upon completion of the Individual Service Plan, the STRIVE Director will complete a 30-day file review. It will include a review of the file documents, as well as ensuring the ISP was signed by all parties.
- Once the 30-day file review is completed, subsequent Case Staffing Meetings will be held every 7 days.
- The Case Staffing Meetings will include (at a minimum) the Family Support Partner, Youth Behavioral Specialist and the STRIVE Director. The Youth and Family Advocate may participate as well, as the need arises.
- The meeting will be documented. Within the Case Staffing Meetings, the STRIVE Director will review and verify that the Family Support Partner and Youth Behavioral Specialist:

- Contacted the youth, parent, and caregiver per placement requirements.
- The goals within the ISP were reviewed and documented based on progress.
- Reviewed all pertinent case information to include contacts, referrals, needs, barriers, staffing's, and court hearings.

The STRIVE Director and/or Family Support Partner will provide specific guidance and/or feedback as to the progress of the case after reviewing each goal on the ISP. During the weekly Case Staffing Meeting, the STRIVE Director's and Family Support Partner's guidance and input will be documented by the Director. The Director will ensure that the following is addressed and documented:

- Directives and follow-up deadlines provided to the Family Support Partner and Youth Behavioral Specialist (as needed).
- Determining the need for closure, extension of services and/or modifications to the family's ISP.
- Ensuring goals and evidence-based programming are addressed.
- In the event a follow up review is needed sooner than 7 days due to non-compliance or a concern with the youth and/or family, it will be scheduled at this time.

In the event a review is needed outside of the scheduled service team, it will also be documented thoroughly.

Community Resources and Linkages with Providers

BAYS understands that it is imperative that strong collaborative relationships are in place to serve families. We already have access to and relationships with most of the community partners who are needed to ensure successful outcomes immediately and throughout the length of the program. We currently meet with partners individually but also attend meetings where circuit level problem solving occurs. BAYS has over 115 Collaborative Agreements signed with community partners across our current service delivery areas. Agreements are reviewed and renewed annually and represent providers of **mentoring, mental health services, substance abuse services, gender specific programming, financial resources, counseling, family strengthening services, faith-based support, educational/vocational programs, health services, and parenting resources.**

Over the past thirteen years of providing services in Circuit 9, we have forged meaningful relationships with community stakeholders. Our long-standing partnership with Aspire and Camelot Community Care allows us to refer all youth in Orange County. The Orange County Family Counseling Program also provides telehealth services to families with transportation barriers. This is critical and mirrors our philosophy of meeting families where they are to eliminate barriers. Our partnerships with One Hope United and the Office of Public Defenders have been detrimental to ensure we are able to provide supports to their youth who are in diversion or probation programs. Our partnership with The Department of Children and Families ensures we are working in line for families to prevent removal. This includes DCF incorporating our organization in Local Review Team meetings where we partner organizations to staff high risk DCF cases and produce solutions to meet their needs. Our strong relationship with Embrace Families Breakthrough Program has been a successful collaboration as we both actively work with the families and together to not only ensure the families are receiving effective services and

to connect them with resources to manage environmental factors. Our partnerships with Deveraux and Aspire allow us to refer for community based mental health and substance abuse needs has increased our ability to bridge more youth to needed services. We have also utilized Central Florida Behavioral Hospital, for substance abuse needs. Chrysalis Health has also been a great partner to refer families to for community-based services including therapy, case management, and psychiatric medication management. We actively utilize the following partners for individual therapy services for parents and adolescence, University of Central Florida's Community Counseling Center, Adapt Behavioral Services, Hispanic Family Counseling, Victim Service Center, The Meaningful Life Center, and Positive Behavioral Solutions. While all of these programs provide individual services, some provide more specialized treatment to meet the families need, align with their culture, or match to the situation they are currently experiencing Partnering with the same agencies across multiple circuits increased our visibility as a new community resource as well as allowing the families we serve to be introduced, referred to, and benefit from the services offered.

BAYS has been providing services to the Department of Juvenile Justice for over forty years. We can bring a long and rich history of collaboration in juvenile justice services, with an aim at reducing system stresses for dually served youth. It is also critical to engage law enforcement in collaborative efforts.

The Program Director will be responsible for maintaining a resource guide with updated collaborative agreements and referral information. The Youth and Family Advocate will provide additional support to the team to connect families to local resources, such as food, housing, or faith-based supports.

The BAYS leadership team is also very committed to engaging in community capacity building and problem solving. For example, our Director of Community Relations Elvin Martinez, Jr. has served on the Executive Committee of the **Florida Juvenile Justice Association** (www.fjja.org) since 2018 and is the current Board President. He is also Chair of the Circuit 13 **Juvenile Justice Advisory Board** and several of its committees. His 17 years of experience working for the Office of the State Attorney in the 13th Circuit and in various other leadership roles adds a level of insight that is extremely valuable. Elvin's relationships throughout the state with various state attorney's offices, public defenders, and other stakeholders brings a high level of community building to this project that BAYS places a high priority on.

Chief Operating Officer Jennifer Haynes currently Chairs the Circuit 10 **Juvenile Justice Advisory Board**. Her expertise in criminal justice issues and reforms dating back to the early 2000's also provides a unique perspective that is demonstrated through her depth of experience and level of advocacy for broad reforms in the area of juvenile and criminal justice including playing a significant role in DJJ's implementation of the *Roadmap to System Excellence* as the Circuit 10 Chief Juvenile Probation Officer during its implementation.

Our overall experience and spirit of thinking outside of the proverbial box, demonstrated through our vast level of executive level juvenile justice reform experience, compliments the current spirit of collaboration and reform currently taking place within the child welfare system in Volusia County and its surrounding service areas.

Data Collection, Reporting and Data Integrity

Documentation

A core value in quality service delivery is timely, accurate, and comprehensive data collection. BAYS has a performance measurement and management plan across all programming, as well as a quality control program imbedded throughout the agency and led by the Senior Director of Quality & Contracts and the Director of Training and Development.

This process begins with comprehensive training on data collection, and documentation. The Program Director will work alongside the Family Support Coordinator to capture the information needed to initiate services, to include reaching back out to the referral source when necessary. BAYS will utilize a referral tracking system that includes timeframes and performance measures. At the weekly team reviews, the Program Director will review documentation as well as the weekly progress report submitted by the Family Support Partner. As outlined above, the quality of case note entry is critical to care coordination.

BAYS will use two types of structured supervision to provide feedback on performance, as well as to address employee well-being. All BAYS employees receive monthly supervision designed to be a supportive opportunity to discuss concerns as well as personal and professional growth and development. Included in this monthly supervision is the quality of work including documentation, communication, quality of service delivery, and barriers to service delivery. Just as we approach families from a strength-based model, we believe the skill, competence, and development of our staff is the cornerstone of success. It means immediate and swift intervention when staff are struggling with the work, from a training support perspective and identifies when increased supervision and monitoring are needed. We use a team approach often pulling together senior leadership and training/quality improvement resources together to ensure the quality of our work is not compromised.

In addition to our internal supervision model outlined above; members of the team concerned in this proposal will also participate in a reflective supervision model allowing for an even greater opportunity to address secondary trauma that often impacts the employees in our industry and in turn affect the overall quality-of-service delivery. Reflective supervision is not therapy. However, it does focus heavily on the relationship between the supervisor and the supervisee and is categorized by active listening and thoughtful questioning (Parlakian, 2001). Reflective supervision places a significant emphasis on the supervisor's ability to listen and wait for the supervisee to discover solutions, concepts, and perceptions on his or her own without interruption. This style of supervision provides a safe, empathetic, and nonjudgmental environment to explore the complexities of the work.

Performance Measures

Performance Measurement

BAYS will utilize a tracking mechanism using Microsoft Excel to not only track referrals and progress on timelines, but to monitor required performance outcomes.

Each referral will be entered into the tracker, and it will calculate when items are due (orientation, service plan, discharge plan).

The tracker will also contain a record of closed cases, and at 90-days post closure.

The tracker will be updated in live time and also during weekly staffings. Data points that will be monitored and tracked include number of children and families served, demographics, placement type, service days, extensions, referral source, reunification, maltreatment, etc.

When applicable, staff will also incorporate pre and post assessment testing to ensure monitoring of client progress, stability, and growth. Pre and post assessments will also aid in monitoring program fidelity.

Programming will utilize a youth and parent survey to evaluate program satisfaction and improvement in overall well-being. Surveys will be geared to ensure monitoring of feedback, success, and satisfaction to continuously improve the quality of care provided to youth and families. The survey feedback provides valuable information on client service experiences and will direct the program on best ways to move forward in improving service delivery

The survey will include thirteen (20) questions that allow the participant to evaluate the program, counselor, and direct feedback to continuously improve programming and quality of service. The survey incorporates seven (7) domains to further interpret and evaluate data. Domains include:

- General Satisfaction
- Access
- Quality and Appropriateness
- Participation in Treatment Planning
- Outcomes
- Functioning
- Cultural Sensitivity

Surveys are provided to youth and caregivers at the completion of service provision. All surveys are voluntary, and the information is collected anonymously.

Additionally, on a monthly basis the team will submit performance measurement data for the BAYS scorecard. Every program at BAYS has a monthly scorecard that includes measures such as:

- Utilization
- Operations
- Performance Outcomes
- Desk Review Score
- Training Compliance
- Incident Reports
- Program Satisfaction

Throughout the life of the case, data, documentation, progress, barriers, and coordination of care is carefully monitored by the Program Director and Director of Prevention and Family Services.

Just as the team is supported through our supervision process, senior leadership provides the same level of support to all leaders throughout the organization which creates a culture of transparency and accountability.

BAYS also utilizes several systems to ensure adequate internal administrative review and monitoring of contract and program performance. BAYS views the internal quality improvement process as an extremely important aspect of service delivery. All levels of leadership and direct service staff are involved in reviewing service delivery to identify and correct weaknesses and to share exceptional practices.

On May 31, 2019, BAYS JDAP programs earned a three-year accreditation by the Commission on Accreditation of Rehabilitation Facilities (CARF). On May 31, 2022, our JDAP Program received a 3-year re-accreditation and our STRIVE, FFT, and HOPE programs received a 3-year accreditation. These CARF accreditations signal a service provider's commitment to continually improving services, encouraging feedback, and serving the community. CARF accreditation officially recognizes health and human service providers as having met universally accepted standards for quality of service.

Lastly, BAYS Quality Management Team, headed by our Senior Director of Quality and Contracts and the Training and Development Manager, develops, and delivers quality improvement systems and programs designed to improve individual and organizational performance. The team is responsible for conducting internal quality improvement reviews to ensure performance and outcomes are in alignment with BAYS mission, vision, and values. The team serves as subject matter experts and assists in the design and development of select training programs and workshops. It is critical to maintain effective oversight to identify problems and resolutions in a timely manner.

SECTION 5: PRICING

Please see **Attachment "A"** Proposer's Rate Sheet

**RFP 1596; FAMILY STABILIZATION SERVICES
ATTACHMENT "A"
ANNUAL RATE**

Each Respondent shall submit their proposed annual rate for providing all labor, materials, equipment, expertise, and support necessary to complete all tasks identified in B. Scope of Services of this RFP document.

Annual Rate \$ 535,000.00

SECTION 6: LOCAL PREFERENCE

Please see **Attachment "E"** Local Preference

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "E"
LOCAL PREFERENCE

Respondents must complete and submit **Attachment E**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment G.

Any Respondent submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Respondent has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Respondent's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all work under the awarded Contract, or must have a minimum of fifty percent (50%) of all work performed by qualified local businesses as sub-contractors.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all work shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____ ✓

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature – Authorized Representative

Robert Patterson, CEO

Printed Name & Title

1-11-2024

Date of Signature

Date of Signature

SECTION 7: ADMINISTRATIVE INFORMATION

The “County Attachments” listed below are include in the pages that follow:

Attachment “A”	Affidavit of Solvency
Attachment “B”	Proposal Affidavit
Attachment “C”	Conflict of Interest Disclosure Form
Attachment “D”	Drug-Free Workplace Form
Attachment “F”	E-Verify Affidavit
Attachment “G”	Claims and Litigation History
Addendum 1	Acknowledged Addenda

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Bay Area Youth Services, Inc. d/b/a BAYS (Respondent) being of lawful age and being duly sworn I, Robert Patterson (Affiant) as President and CEO (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of January 18th, 2024.



Signature of Affiant

STATE OF Florida

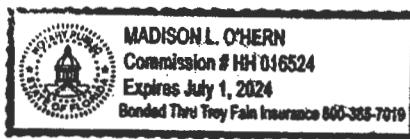
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of January, 2024, by Affiant, who is personally known to me or has produced _____ as identification.



Notary Public

My Commission Expires: July 1, 2024



RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Robert Patterson (Affiant) who, being duly sworn, deposes and says he/she is President and CEO (Title) of Bay Area Youth Services, Inc. d/b/a BAYS (Respondent) submitting the attached proposal for the services covered by the RFP documents for ~~RFP 23-39; MITIGATION CONSULTING SERVICES.~~ RFP 1596; Family Stabilization Services.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Bay Area Youth Services, Inc. d/b/a BAYS
(Respondent Firm)

By [Signature]
(Affiant Signature)

ROBERT PATTERSON / CEO
(Printed Name & Title)

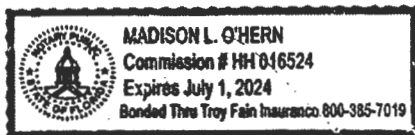
JANUARY 18, 2024
Date of Signature

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of January, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: July 1, 2024



RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL

RFP 1596; FAMILY STABILIZATION SERVICES

**ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP 1596; FAMILY STABILIZATION SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

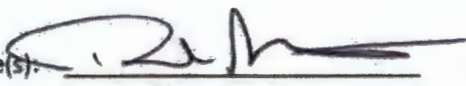
The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Respondent: Bay Area Youth Services, Inc.

Authorized Representative(s):  Robert Patterson/CEO
Signature Print Name/Title

Signature Print Name/Title

RFP 1596; FAMILY STABILIZATION SERVICES


ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Bay Area Youth Services, Inc. does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Signature

1-11-2024
Date

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

I, Robert Patterson (Affiant), being duly authorized by and on behalf of Bay Area Youth Services, Inc. d/b/a BAYS (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 1596 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 18th day of January, 2024.

[Signature]

Signature of Affiant

ROBERT PATTERSON

Printed Name of Affiant

PRESIDENT/CEO

Printed Title of Affiant

Bay Area Youth Services, Inc. d/b/a BAYS

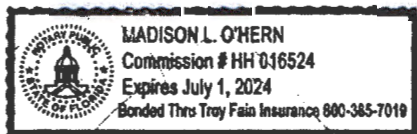
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18th day of January, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature]

Notary Public

My Commission Expires: July 1, 2024



RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "G"
CLAIMS AND LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subContractor) or been sued by or had a formal claim filed by an owner, subContractor or supplier resulting from a construction dispute? Yes _____ No X _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

2022-Wage and Hour lawsuit claim resolved

2020-EEOC complaint resolved

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a project or contract, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ___ No
- If no, please explain why?

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

(Use additional or supplemental pages as needed)



ADDENDUM #1

January 18, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFP NO. 1596; Family Stabilization Services

This Addendum #1 is issued to further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

1. Is there an anticipated number of families to be served each year? Or alternatively, data on how many youths are dually involved, and/or are removed each year due to allegations of abuse, neglect, or abandonment?

Answer: It is anticipated that less than 30 families will be served per year.

2. Page 8 of RFP 1596, number 4 (h) states each family will have a Family Stabilization Specialist. Is that separate from the staffing pattern proposed or in addition to the Family Support Partners?

Answer: The Family Stabilization Specialist position is interchangeable with (not in addition to) the position of Family Support Partner.

SUBMITTAL DEADLINE FOR PROPOSALS: Thursday January 25, 2024 by or before 4:00 PM

Acknowledgment:

Signature

Robert Patterson/CEO

Printed Name/Title

Bay Area Youth Services, Inc.

Respondent Company Name

END OF ADDENDUM NO. 1

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 762820

Entity Name: BAY AREA YOUTH SERVICES, INC.

Current Principal Place of Business:

3104 CHERRY PALM DRIVE
SUITE 220
TAMPA FL 33619

Current Mailing Address:

POST OFFICE BOX 1538
MANGO, FL 33550 US

FEI Number: 59-2184150

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PATTERSON, ROBERT
3104 CHERRY PALM DRIVE
SUITE 220
TAMPA FL 33619 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIRECTOR
Name KLUG, CHARLES E
Address 6500 BAYSHORE BLVD
City-State-Zip: TAMPA FL 33611

Title DIRECTOR
Name PARKER, JR. , WILLIE
Address 2613 CRESTFIELD DRIVE
City-State-Zip: VALRICO FL 33596

Title CHAIR-ELECT
Name WATSON, CHRISTOPHER
Address 714 FOXGLOVE PLACE
City-State-Zip: BRANDON FL 33510

Title CHAIR
Name CURRY, HEATHER
Address 6006 NORTH HIGHLAND AVE
City-State-Zip: TAMPA FL 33604

Title DIRECTOR
Name JAFFE, CHARLEEN
Address 4915 CASPER WHITNEY PLACE
City-State-Zip: TAMPA FL 33616

Title P
Name PATTERSON, ROBERT
Address 3401 CHERRY PALM DRIVE
City-State-Zip: TAMPA FL 33619

Title DIRECTOR
Name WILLIAMS, ANGEL
Address 1802 NORTH HOWARD AVENUE
City-State-Zip: TAMPA FL 33607

Title DIRECTOR
Name MENDEZ, SIGLINDE
Address 1401 SIMPSON ROAD
City-State-Zip: KISSIMMEE FL 34744

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT PATTERSON

PRESIDENT/CEO

01/18/2024

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

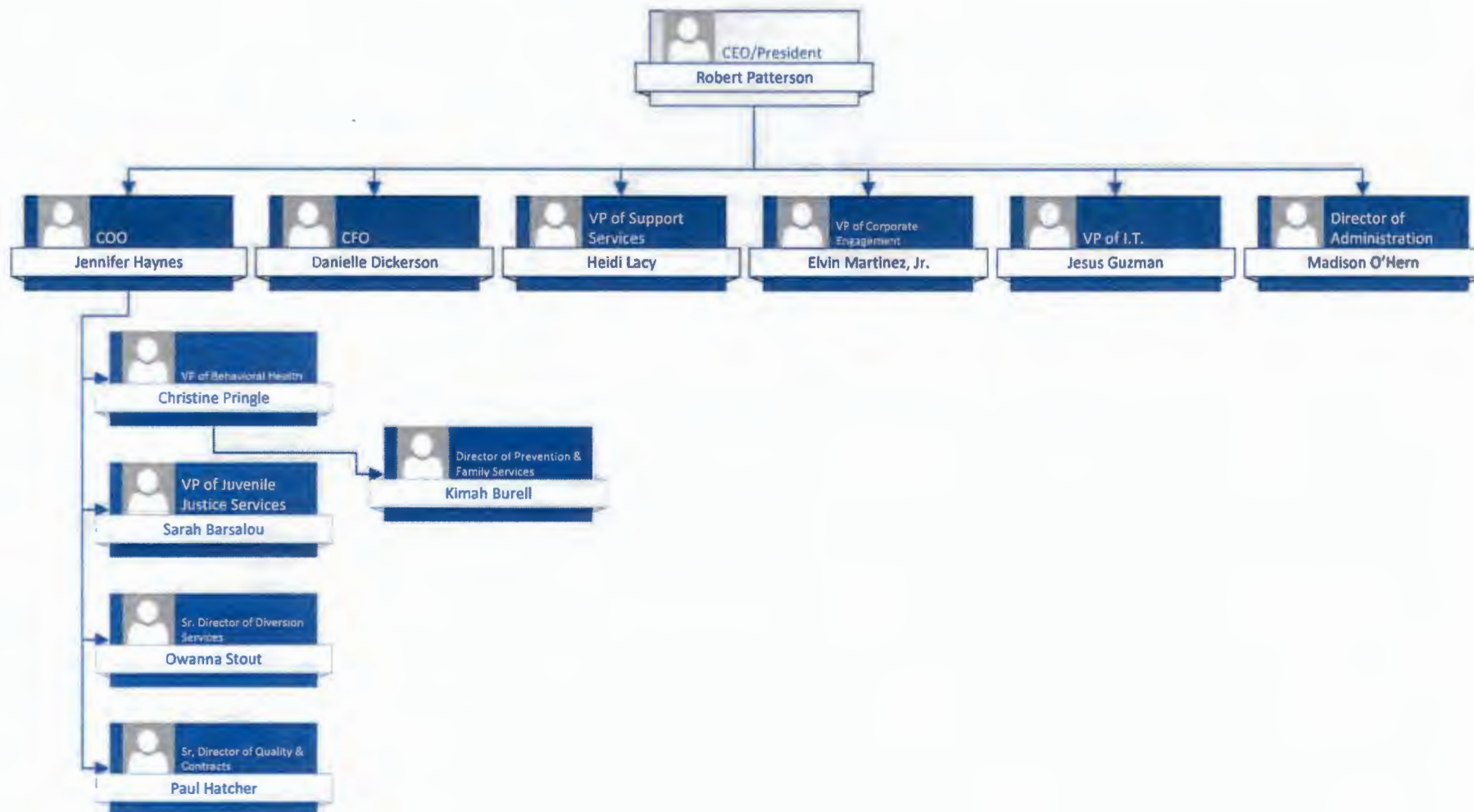
Title DIRECTOR
Name JOHNSON, MICAH
Address 10555 CORAL KEY AVENUE
City-State-Zip: TAMPA FL 33647

Title DIRECTOR
Name LECOUNTE-GRAYSON, JULIA
Address 3401 CHERRY PALM DRIVE
City-State-Zip: TAMPA FL 33619

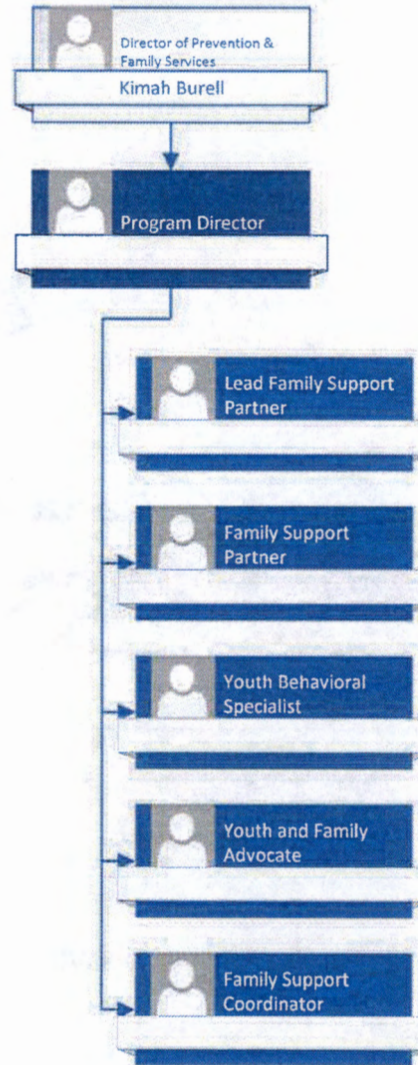
Title TREASURER
Name TALKINGTON, JOSH
Address 18315 US HIGHWAY 41
City-State-Zip: LUTZ FL 33549

Title DIRECTOR
Name GALLAGHER, ASHELY
Address 3401 CHERRY PALM DRIVE
City-State-Zip: TAMPA FL 33619

BAYS Corporate Organizational Chart



BAYS Program Organizational Chart



Robert Patterson, MAEd
Chief Executive Officer

Education

Bachelor of Science from Limestone College in Education

Master's Degree in High & Post-Secondary Education from Argosy University

Experience

2019- Present Chief Executive Officer, BAYS, Tampa, FL

Responsible for the leadership of a statewide, community-based organization serving youth and families involved in the Florida Juvenile Justice System. Duties include: oversight of a \$8 million budget with 20 program offices; representation of the agency throughout the state; strategic planning.

2012-2019 Chief Operating Officer, BAYS Florida, Tampa, FL

Responsible for oversight of all circuit offices including back up to the Regional Managers. Serve as back up to the Chief Executive Officer as needed

Development and maintenance of programmatic performance dashboards with monthly distribution to managers and leadership teams.

Support and accompany managers and Circuit Supervisor on meetings with their respective Chief Probation Officer and State Attorney at least bi-annually to discuss referrals, program trends, successes, challenges, etc.

Oversee the Community Development and Fundraising efforts of each Circuit and Agency Events.

Provide leadership for agency's strategic planning process and identify priorities in support of agency's mission and determine long-term strategies in collaboration with the Senior Leadership Team and the Board of Directors.

2008-2012 Senior Operations Director/Operations Director for Eckerd Youth Alternatives Inc, Clearwater, Florida

Responsible for Florida operations, finance, contract management and services delivered to the youth in care.

Recruit, hire and provide training assistance to the programs with planning and setting goals for the state of Florida programs.

Evaluate personnel performance and approve salary adjustments, incentives and merit increases for program in Florida.

Promoted employee morale and recognitions.

Develop and approve changes to policy and procedures for the Florida programs as well as programs outside of the state of Florida.

Negotiate contracts and develop and maintain partnerships with key state agency personnel

Robert Patterson, MAEd
Chief Executive Officer

Training

CPR/First Aid Certified. PREA (Prison Rape Elimination Act), Professional Interactions with the Public, Information Security Awareness, Civil Rights, Field Worker Safety and Trauma Informed Care

Previous Experience related to offender supervision or probation management in Florida

For the past 26 years I have directly provided oversight and assisted from a supervisory role that relates to offender supervision to clients within the state of Florida. Programs range from residential, day treatments, transition services for youth to their home communities, Brief Strategic Family Therapy, Family Functional Therapy, Multi-Systemic Therapy, Diversion and Prevention.

References

Greg Starling
Department of Juvenile Justice
1-561-722-1917
Greg.starling@djj.state.fl.us

Allison Duran
Department of Juvenile Justice
1-239-633-4666
Allison.duran@djj.state.fl.us

Judy Roysden
Department of Juvenile Justice
1-813-740-7895
Judy.roysden@djj.state.fl.us

Role and Responsibility for this Project

Providing oversight of the operations of the project and assist in recruiting, hiring, training, providing employees the policy and procedures of BAYS Florida. Ensure quality services will be provided to each client at the highest level. Also assist in providing performance evaluations for all employees associated with this project.

Madison O'Hern
Director of Administration

Education

Bachelor of Science in Behavioral Healthcare from the University of South Florida.

Master of Business Administration from Florida Gulf Coast- (Currently in process)

Experience

2016 - **Director of Administration, BAYS, Tampa, FL**

present

- Provide high-level administrative support to members of Leadership and CEO
- Develop and disseminate communication from President and CEO's Office
- Maintain and update BAYS Strategic Plan
- Prepare material and attend meetings with or on behalf of the President and CEO which include business plans, strategic plan, board books, etc.
- Coordinate and plan Annual Meeting including all travel, lodging, meals, agenda, and meeting materials
- Prepare information and supporting data for meetings, work projects, and reports.
- Correlate material submitted by others to executives and organize material to be presented in draft form
- Provides oversight and support of Corporate Receptionist

2015 - **Assistant, Winifred Stowe E.A., St. Petersburg, FL**

2016

- Provide administrative support to team members
- Maintain and update client files through the online database. Once paper files are uploaded to the database the files are shredded
- Prepare and mail invoices, newsletter, and tax information

2015- **Lead Lifeguard, YMCA, Tampa, FL**

2016

- Supervise and drill team members when on duty
- Train new hires as lifeguards and swim instructors
- Communicate with parents about swim lessons and pool rules
- Prepare material for the start of each swim lesson for all instructors
- Schedule make-up classes with parents and youth

2012- **Lifeguard and Swim Instructor, YMCA, Tampa, FL**

2016

- Scan and enforce pool rules when on duty
- Communicate with families and individuals upon entering of pool rules and swim tests
- Swim test children under the age of 18
- Maintain certifications (Lifeguard, Swim Instructing, CPR, First Aid, AED)
- Teach children (3 months of age all the way to adults) on how to be safe and comfortable in the water as well as defining swimming strokes
- Take class attendance

Madison O'Hern
Director of Administration

Training

PREA (Prison Rape Elimination ACT), Professional Interactions with the Public, Information Security Awareness, Civil Rights, Ethics, Sexual Harassment, Trauma-Informed Care, Child Abuse: Recognition, Reporting & Prevention, Civil Rights, Notary

Jennifer Haynes
Chief Operating Officer

Education

University of Florida (1999) – Bachelor of Arts – English/Advanced Writing

University of Central Florida (2000)- Master of Science- Criminal Justice

Experience

2019- **Chief Operating Officer, BAYS, Tampa, FL**

Present

Responsible for oversight of all circuit offices including back up to the Regional Directors, Program Directors, and Behavioral Health programming.

Serve as back up to the Chief Executive Officer as needed.

Development and maintenance of programmatic performance dashboards with monthly distribution to managers and leadership teams.

Provide leadership for agency's strategic planning process and identify priorities in support of agency's mission and determine long-term strategies in collaboration with the Senior Leadership Team and the Board of Directors.

2016- **Regional Director of Diversion Services (Central & Southern), BAYS Florida,**
2019 **Tampa, FL**

Oversee JDAP operations in the central and south region of Florida.

Collaborate with stakeholders including State Attorney, Judiciary, Department of Juvenile Justice and Law Enforcement to ensure program utilization and diversion opportunities for youth.

Supervise program staff to include hiring, training, leadership development, and monitoring program quality and success rates.

Participate in program development opportunities to include proposal writing and contract negotiations.

2015- **Consulting Clinician, BAYS Florida, Lakeland, FL**

2016

Assist with case planning for youth placed in the JDAP program to recommend services based on their risk and needs.

Assist case managers with service referrals and case planning with a focus on complex cases.

Attend community meetings to develop and maintain relationships with stakeholders.

2011- **Chief Probation Officer, Department of Juvenile Justice, Bartow, FL**

2015

Managed a circuit of three counties to include seven juvenile probation units and administrative staff.

Monitored a number of provider partners to include an assessment center, diversion services, day treatment program, and transition services.

Interacted and collaborated with providers and stakeholders to ensure smooth service delivery to our youth, families, and community.

Represented the agency at the local level on a number of boards and councils, as well as with the Judiciary and Law Enforcement.

Oversaw the local implementation of the Georgetown Juvenile Justice Systems Improvement Project.

2004-
2011

Assistant Chief Probation Officer, Department of Juvenile Justice, Bartow, FL

Responsible for daily operations of a tri-county probation office. Extensive experience with hiring, employee evaluations, discipline, training, and employee development.

Monitored critical cases and facilitated multi-disciplinary staffing's on multi-agency youth. Served as an assistant to the Chief Probation Officer in representing the agency in the community.

Served on a number of boards to include: Sexual Abuse Intervention Network, Teen Pregnancy Prevention Alliance, DMC Initiative, Workforce Development, School Committee, George Harris Runaway Shelter as well as number of others.

Oversaw the local implantation of the George Crossover Youth Model project.

2000-
2004

Juvenile Probation Officer Supervisor, Senior JPO, JPO, Department of Juvenile Justice

Supervised a unit of ten Juvenile Probation Officers that provided supervision to nearly 300 youth. Prior to supervisory role, served as a Juvenile Probation Officer.

Supervised youth on probation, attended court and interacted with community providers. Supervised a specialized caseload of sexual offenders, as well as youth with complex mental health needs.

Training

FDLE FTO Certification, Public Safety Leadership Development Certification, Quality Improvement Peer Reviewer, PACT, Motivational Interviewing, Trauma-Informed Care, Mental Health First Aid, DRAI.

Danielle Dickerson
Chief Financial Officer

Education

Bachelor of Science from Prairie View A&M University

Master's Degree from University of St. Thomas

Experience

2021- Chief Financial Officer, BAYS, Tampa, FL

Present Responsible for oversight of the Finance & Accounting Department, community-based organization serving youth and families involved in the Florida Juvenile Justice System. Duties include oversight of a \$8 million budget with 20 program offices; Oversees all financial activities of the organization including accounting, budgeting, cashflow management, financial reporting, and audit compliance.

2020- Finance Director, Broadmoor World Arena, Colorado Springs, CO

2021 Manage \$4M budget, revenue, expenditures, cash flow management and event settlements

Completed and submitted 990 for prior year within 3 days of employment

Directly supervise Human Resources, Administration, Parking and Finance Departments

Use critical thinking to analyze and build solutions for problem areas during COVID-19

Created a cross training development plan and training schedule for all staff to manage workloads to keep operations run smooth during COVID-19

2006- Director of Finance & Operations, TESSA, Colorado Springs, CO

2014 Oversight of all Financial and Accounting processes; managed budget, revenue, expenditures, and cash flow management weekly ensuring the company was in the black for the first time in seven years prior to my employment.

Increased annual operating budget 70% in a three-year period.

Increased staff 29% in three years; and increased staff retention rate from 40% to 85% in a two-year period.

Directly supervised Human Resources, Administration and Operations.

Chair of Program Evaluations Task Force

Developed policies, procedures, and internal controls, for accounting, human resources, information systems, operations, and administrative departments.

Provided confidential victim advocate services with victims of domestic violence or sexual assault in the Colorado Department of Corrections

Danielle Dickerson
Chief Financial Officer

Previous Experience related to financial management

For the past 28 years I have directly provided oversight of finance and administration of projects and organizations. Programs range from government, domestic violence and sexual assault, transition services for women and children to safe homes in the community communities.

References

Staci Woods
TESSA
1-310-963-8772
stacii@msn.com

Theresa Ford
TESSA
1-719-661-5142
theresa.ford@tessa.cs.org

Alexis Spann
Internal Revenue Service
1-661-718-7845
alexisspann@hotmail.com

Role and Responsibility for this Project

Providing oversight of revenue and expenditures for the project. Ensure quality services will be provided to each client at the highest level within approved budget. Ensure BAYS remains in compliance with GAAP as well as all financial requirements of this project.

Heidi Lacy, SHRM-CP
Vice President of Support Services

Education

Bachelor of Science from Florida State University

Experience

2021-
present **Vice President of Support Services, BAYS, Tampa, FL**

Provides executive-level leadership and guidance to the organization's supportive services.

Responsible for setting, enforcing, and evaluating legally compliant human resources policies, procedures, and best practices, and identifying and implementing long-range strategic talent management goals.

Collaborates with executive leadership to define the organization's long-term mission and goals; identifies ways to support this mission through talent management.

Identifies key performance indicators for the organization's human resource and talent management functions; assesses the organization's success and market competitiveness based on these metrics.

Researches, develops, and implements competitive compensation, benefits, performance appraisal, and employee incentive programs.

Provides guidance and leadership to the human resource and training department teams; assists with resolution of human resource, compensation, employee training and benefits questions, concerns, and issues.

Supports continuous staff development by implementing learning and development programs to ensure learning and skill development occurs regularly across all levels of the organization.

Ensures compliance with employment, benefits, insurance, safety, and other laws, regulations, and requirements.

Maintains knowledge of laws, regulations, and best practices in employment law, human resources, and talent management.

Drafts and implements the budget for the human resource and training departments.

2018-
2021 **Director of Human Resources, BAYS Florida, Tampa, FL**

Annually reviews and makes recommendations to executive management for improvement of the organization's policies, procedures and practices on personnel matters.

Maintains knowledge of industry trends and employment legislation and ensures organization's compliance.

Maintains responsibility for organization compliance with federal, state and local legislation pertaining to all personnel matters.

Heidi Lacy, SHRM-CP

Vice President of Support Services

Recommends, evaluates and participates in staff development for the organization.

Develops and maintains a human resource information system that meets the organization's personnel information needs. Determines long-term strategy of the agency in conjunction with Senior Leadership Team.

Member of Senior Leadership Team ensures agency needs and interests are represented. Ensure agency goals are advocated for.

Provides leadership for agency's strategic planning process and identifies priorities in support of agency's mission.

2018-
2017 **Director, Talent Management, Eckerd Connects, Clearwater, Florida**

Provided Talent Management leadership to the company; worked with Chief Talent Officer to define Talent Management goals and objectives and ensured the talent management processes allowed the organization to fully leverage the skills and talents of staff. Tracked and reported metrics, identified trends and established recruiting goals to meet business needs.

Provided recommendations and supporting data to the Chief Talent Officer regarding the success of the talent management strategies with respect to talent acquisition, staff stability, employee engagement and exit satisfaction.

Led the employee relations function by partnering with program management and Talent Management staff to resolve employee relations issues by providing guidance in areas of coaching, mentoring, disciplinary actions, problem-solving, corrective action planning, terminations and investigations.

Worked collaboratively with program leadership and Talent Management staff to systematically diagnose problems related to staff, analyze data, identify root causes, and recommend creative and innovative solutions.

Developed and recommended operating budget for the Talent Management function and ensured program operated within budget allocations; made

expenditure adjustments during the budget cycle as appropriate to ensure efficient fund management.

Partnered with Talent Management & Development leadership in ongoing development of future leaders through a combination of succession planning, career development, leadership training, and personal mentoring activities.

Kept abreast of industry trends and innovations; sought continuous renewal and innovations in delivery of services and operating systems.

Evaluated, developed, and led the Talent Management department with a goal of earning a high level of credibility as an effective and responsive internal consulting group.

2015-
2017 **Human Resource Business Partner, Eckerd Connects, Clearwater, Florida**

Translate the business strategy and objectives into goals, plans and tactics that are aligned with business imperatives, while assuring compatibility with company's values, ethics and policies.

Provide analysis and recommendations in areas such as talent management, organizational assessment, performance and career management, succession planning, organizational structure, workforce planning and change management.

Heidi Lacy, SHRM-CP

Vice President of Support Services

Lead and support organization through change transformation and ensure continued employee engagement and productivity.

Counsel and coach employees and managers regarding HR issues, practice and policy including employee relations, performance management, facilitation of formal/informal complaints to resolution, disciplinary action and terminations.

Assist in annual Performance Management Development processes, including employee training and coaching, calibration and performance appraisal, personnel development planning, and succession planning.

Deliver full recruitment services, including needs analysis, job postings, sourcing, interviewing, employee offers, and onboarding.

Assist in compiling various HR metrics and analyzing, reporting and identifying trends within the organization and industry.

Develop and implement HR policies and procedures.

2014- **Human Resource Generalist, Paxen Learning Services, Clearwater, Florida**

2015 Prepare and upload employee data, including hourly, salary data and tax data using ADP payroll system.

Act as customer service agent to resolve problems in a timely and effective manner.

Maintain personnel files and administer payroll changes, i.e. new hires, transfers, promotions, separations, etc. using ADP payroll system.

Conduct pre-employment background checks on prospective employees and maintain and track employee background rescreens per company policies and procedures.

Build productive, collaborative relationships with employees, and HR business partners.

Assist with employee relations.

Assess recruitment trends and perform screenings. Identify new, cost effective resources for recruitment, and track and review effectiveness of advertisement sources.

Training

PREA (Prison Rape Elimination ACT), Professional Interactions with the Public, Information Security Awareness, Civil Rights, Ethics, Sexual Harassment, Trauma-Informed Care, Child Abuse: Recognition, Reporting & Prevention, Civil Rights, Motivational Interviewing

Elvin L. Martinez Jr.
Vice President of Corporate Engagement

Education

Associate of Arts from Hillsborough Community College

Experience

2022- **Vice President of Corporate Engagement, BAYS, Tampa, FL**

Present Responsible for determining and implementing strategies to develop and maintain a good relationship with stakeholders, policy makers and communities.

Responsible for creating a strong relationship between the agency and the government, as well as other agencies, to make sure that current and future business opportunities will have sufficient capacity and will be sufficiently protected, promoted, and elevated.

Responsible for advocating on behalf BAYS to protect its interests in terms of regulatory issues, community relations, and public policy advocacy.

Identifies and form relationships with community stakeholders to address service gaps and develop additional community resources in all existing and potential service areas.

Researches and identifies prospects for additional funding. Develop and execute action plans to successfully bid for funding opportunities.

Advocates for BAYS with community stakeholders.

2014- **Director of Community Relations, BAYS Florida, Tampa, FL**

2022 Represents the agency and works collaboratively with community stakeholders to create and maintain relationships, increase funding opportunities, and develop additional community resources.

Provides leadership, support and supervision to subcontracted community prevention programs.

Serves as the registered lobbyist to the Florida State Legislature on behalf of BAYS.

Regularly advocates for issues such as criminal justice reform, smart justice, and for the maximization of criminal justice resources and their appropriations.

2009- **Judicial Liaison and Team Lead, Wolfe and Associates, Tampa, FL**

2014 Primary contact to resolve court complaints regarding the firm, maintained the firm's requirements specific to each judge's procedures, manager of all document preparation and hearing setting of the Hearings Team, people manager of the hearing's team, including developing and maintaining policies and procedures, completing employee evaluations, and developing employees professionally.

1993- **Office of the State Attorney, Tampa, FL**

2009 **Community Relations Administrator (Feb. 2004 – March 2009)**

Elvin L. Martinez Jr.

Vice President of Corporate Engagement

Represented the Office of the State Attorney on various boards and councils, including the Public Safety Coordinating Council, Circuit 13 Juvenile Justice Circuit Board, and various non-profit governing bodies, served as principal grant writer and manager involving interagency collaborations, registered lobbyist involved in governmental relations, coordinated employee volunteer efforts, prepared correspondence on behalf of the State Attorney, served as general liaison to the public making public appearances, provided direct services to constituents, developed and implemented Civil Citation Program, maintained Office's involvement in court programs, and managed the design, development, and relocation of the Office to the renovated courthouse.

Fiscal Administrator (November 1997 – January 2004)

Purchasing manager, fixed assets inventory control manager, facilities manager, worked on audits, directed sealed purchasing bid process, oversaw all employee and witness travel, prepared and monitored contracts for annual maintenance, managed cellular telephone acquisitions, use, and maintenance, reconciled all invoices and purchase orders, grant writer and manager, oversaw Office's physical re-location project development, served as liaison to Circuit 13 Juvenile Justice Board, and served as a registered lobbyist to the legislature.

Paralegal (August 1996 – October 1997)

Assisted with the development of the Office's Felony Drug Division, assigned incoming cases to division attorneys, prepared criminal score sheets for filing with the court, prepared dockets for court, provided witness coordination, & assisted in courtroom daily.

OPS/Intake Clerk (January 1993 – July 1996)

Prepared court dockets for County and Juvenile Court Divisions, reconciled restitution issues with witnesses, maintained Office's Juvenile SHOCAP Program, assisted with the development of the Juvenile Drug Division, served as liaison with diversion programs, and filed juvenile delinquency petitions on a daily basis.

Training

PREA (Prison Rape Elimination ACT), Professional Interactions with the Public, Information Security Awareness, Civil Rights, Ethics, Sexual Harassment, Trauma-Informed Care, Child Abuse: Recognition, Reporting & Prevention, Civil Rights, Foundations of Leadership

Jesus Guzman, MCP, CEH
Vice President of Information Technology

Education

Bachelor's degree
Field of Study Computer/Information Technology Administration and Management

Experience

2022- **Vice President of Information Technology, BAYS, Tampa, FL**

present Oversees the planning, development, implementation, maintenance, and security of the organizations information systems and processes including computer, communication, and office systems.

Establishes the strategic direction of the organization's information systems (IS); executes this strategy in collaboration with organization leadership.

Directs and coordinates professional services such as systems analysis and design, feasibility studies, and programming of information, communication, and office automation systems.

Identifies and recommends new technologies and services that will improve efficiency, processes, and operations; reviews requests for additional services and upgrades, assessing the costs and benefits to the organization.

Ensures the integrity and reliability of computerized information systems, communication systems, and office systems including the security of data acquired and stored.

Facilitates preparation of project plans and proposals, outlining project objectives, IS requirements, and analytical and programming staffing requirements for proposed systems.

Prepares, implements, and executes IS budget.

2018- **Director of Information Technology, BAYS Florida, Tampa, FL**

2022 Responsible for oversight of all technology needs of the organization. Provide user technical support. Responsible for analyzing and directing all IT related activities of the organization and applying process/technology improvements as needed.

Supervise I.T. Help Desk Specialist personnel

Maintain and monitor Office365 resources.

Install, repair and troubleshoot computer system, hardware and software issues. Coordinate on-site warranty services with provider.

Tier 2 support to internal user problems remotely when possible and ensuring correct operation of personal computers.

Jesus Guzman, MCP, CEH

Vice President of Information Technology

Maintain logs of all service and repair activities to identify needed training, trends and systemic issues. Maintain cases in the agency's ticketing system.

Ensuring continuity of computer services for computer users throughout the organization through planning, technical leadership, and project coordination.

Developing of the department's standard operational procedures (SOP) and technology standardization across the circuits and corporate offices.

Monitor agency's virtual and physical servers and perform necessary maintenance and backups

Create and maintain documentation of location's network components. Monitor and maintenance of BAYS hosted email security suite and cloud-based antivirus. Create policies and rules to avoid outbreaks and infections also respond to virus alerts to minimize impact.

Monitor and maintenance of location's Firewalls, including maintaining a hub and spoke VPN. Respond to intrusion detections or other alarms.

Maintain, troubleshoot VOIP phones.

Support the agency's smartphones and ensure they are registered in the Office365 portal.

2007-
2018

Senior Network Administrator, AMIKIDS Tampa, Florida

Designed, implemented and tested Disaster Recovery solution for Branch Offices data.

Network Administrators supervision. Quick and accurate troubleshooting of Network problems.

Support the organizations Firewall and Wireless devices.

Implementation of Unify Wireless solution company-wide.

Support Organization's Backup policies and procedures and disaster recovery plan.

WYSE Terminals, VMware and Hyper-V Servers setup and support.

Support with Polycom Video Conference.

Implementation of educational and testing software as required by FDOE, such as TestNav, FSA, Lockdown Browser etc.

Implementation of Wsus 3.0, Exchange 2007 migration in clustered environment, User Policies, process documentation and project management support.

Over 60 Servers, 1000 users network maintenance and support

Training

PREA (Prison Rape Elimination Act), Professional Interactions with the Public, Information Security Awareness, Civil Rights, Field Worker Safety and Trauma Informed Care.

Microsoft Certified Professional, Certified Ethical Hacker

AZ-103: Microsoft Azure Administrator

Jesus Guzman, MCP, CEH
Vice President of Information Technology

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Education

Master of Arts, Mental Health Counseling, Webster University

Licensed Mental Health Counselor

Master's Level Certified Addiction Professional

Qualified Supervisor

Certified Service Excellence Facilitator

Experience

2021- **Vice President of Behavioral Health Services, BAYS, Tampa, FL**

Present Demonstrate understanding of government organization, operations, policy, funding, and contracting covering health and mental health services, including emerging trends.

Demonstrate experience in Medicaid implementation.

Acquire and maintain a thorough understanding of Medicaid statutes, regulations and policies.

Identify issues affecting eligibility determinations and appeals and propose remedial measures.

Lead the development of procedures and administrative policies to facilitate effective operation for Medicaid behavioral health services including outreach, membership enrollment, provider services, quality, grievance and appeals, etc.

Lead implementation strategy for programmatic and contractual changes that impact the delivery of Medicaid services.

Act in a strategic capacity to support and inform business development strategy for Medicaid.

Demonstrate knowledge of Evidence-Based services in Juvenile Justice & Child Welfare.

Demonstrate knowledge of county, state, and federal laws and regulations covering behavioral health, child welfare, and other social services and their funding.

Demonstrate knowledge of county, state, and federal laws and regulations covering racial and social justice.

Ability to develop and evaluate business strategies, threats, and opportunities concerning changes in laws, regulations, and policies.

Ability to lead and oversee behavioral health and case management programming.

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Demonstrate skill and comfort in proactively building relationships with diverse audiences, including public officials, coalition partners, community leaders, managed care systems, and funders.

Ability to work collaboratively with diverse communities and individuals.
Demonstrate understanding of governmental contracts and experience in contract negotiations.

Provide strategic leadership and management of program operations.

2018- **Director of Outpatient Services, Windmoor Healthcare, Clearwater, FL**

2021 Responsible for the day-to-day operational management of multiple Partial Hospitalization and Intensive Outpatient Programs and supervision of all outpatient employees.

Oversee consistent standards of excellence regarding safety, sanitation and program content while monitoring the delivery of services to clients with the highest quality of care.

Develop and implement all policies and procedures appropriate to each department and revise as needed to ensure continued program excellence.

Maintain a professional working relationship with community neighbors, collaborative partner agencies, and third party payers.

Collaborate with the CEO and Leadership Team to maintain appropriate staffing patterns to avoid lapse in services and to limit utilization of agency employees.

Plan and establish realistic program goals and while monitoring required employee training and program enhancement.

Leader in continuous program and service excellence, such as the Turnover Collaborative and Healthy Work Environment Collaborative.

Actively involved in the hospital's Quality Improvement implementation; preparing Quarterly Performance Measure Reports; budgeting; and monitoring and reporting on key measures, goals and objectives.

Utilize extensive knowledge of Joint Commission, Medicaid, Medicare, as well as state and federal regulations.

Responsible for complete oversight of the program's utilization management, billing, business development and marketing strategy.

2019- present Lead and support clients in individual, family and couple therapy sessions, and develop comprehensive treatment plans that focus on accurate diagnosis and behavioral treatment of problems.

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Skilled in referencing and utilizing various therapy techniques including cognitive behavioral therapy, behavior modification, solution focused therapy, conflict resolution therapy and crisis intervention.

Document all client information including treatment plans reports and progress notes, and maintain charts, billing, scheduling, marketing, financial records, and satisfy insurance requests.

Teach and guide clients in communication techniques, anger management, recovery, relaxation skills, impulse control, social skills, emotional coping skills and functional living skills.

Plan and deliver workshops and courses about mental health issues.

Learn about new developments in the field by reading professional literature, attending courses and seminars, and establishing and maintaining contact with other social service agencies.

Refer clients to other programs and community agencies to enhance treatment process when necessary.

2017- **Clinical Director, Spring Gardens Detox, Spring Hill, FL**

2018 Partnered with community education to deliver presentations surrounding mental health, and the prevention and treatment of substance abuse to organizations throughout the community.

Provided clinical supervision, instruction, and performance reviews for Master level therapists, holistic specialists, and case managers.

Oversaw all operations of programs for case management, including referrals, counseling, and other social service activities and programs.

Active member of facility management team, participating in treatment team process, delivering professional training and development, conducting research studies, and ensuring compliance across all programs.

Implemented facility substance abuse program, and planned and provided individual, group and family therapy as required.

Maintained liaison and cooperative working relationships with other agencies, commissions, and other organizations to enhance service programs and accomplish goals and objectives.

Supervised the operations of programs for case management, including referral, counseling, and other social service activities and programs.

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Planned, developed, and supervised the implementation of new and/or revised program activities and related operating procedures, as well as courses for individual and group treatments.

Reviewed and evaluated the overall quality of programs and services to ensure conformance with goals and objectives, and developed new policies and procedures as necessary to improve program operations.

2015 - **Program Director, Gulf Coast Jewish Family and Community Services, Largo, FL**
2017

Oversaw the day-to-day operational management of Adele Gilbert Residential Treatment Facility while ensuring consistent standards of excellence regarding safety, sanitation and program content.

Maintained a professional working relationship with community neighbors, collaborative partner agencies and third party payers.

Created and implemented realistic program goals and objectives for all areas of the program while monitoring required employee training and supervision.

Supervised the delivery of services to clients while ensuring culturally competent services are provided.

Worked with Treatment Coordinator to maintain appropriate staffing patterns and to avoid lapse in services and to limit utilization of agency employees.

Assisted with facilitating role recovery/co-occurring groups and mental health therapy groups to Adele Gilbert residents.

Monitored and managed all Adele Gilbert expenses.

2014 - **Mental Health Counselor, Gulf Coast Jewish Family and Community Services,**
2015 **Largo, FL**

Provided a minimum of 30 minutes of individual counseling per week for each client in a 16-bed Adult Residential Treatment Facility and Complete assessments, initial treatment plan and treatment plan updates on each client.

Led weekly psychosocial rehabilitation groups and consistently demonstrated co-occurring trauma informed care.

Participated as a lead member of the multidisciplinary team.

Scheduled staffing and treatment team on each client. Acted as the liaison between the RTF and other agencies to ensure a continuity of care. Contacted appropriate physician/psychiatrist for emergency situations when required.

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Ensured concise and timely completion of all required paperwork in each client's record via electronic health record and the physical chart.

Familiar with Medicaid, AHCA and Contract Standards.

2009-2010 **Quality Improvement Specialist, Gulf Coast Jewish Family and Community Services Largo, FL**

Assisted the director in the development, implementation and evaluation of Quality Improvement and program processes in adherence to Quality Improvement objectives.

Responsible for conducting quality reviews for 26 programs and preparing monitoring reports within the required timeframes.

Coordinated in-depth fact finding, complex and independent analysis of existing systems and procedures, and recommended steps for improvement.

Established and implemented internal control systems to monitor compliance with program requirements.

Prepared Quarterly Performance Measure reports, and maintained knowledge of applicable CARF, Medicaid state and federal standards and regulations.

Coordinated and facilitated committees and Quality Improvement teams to implement and maintain quality improvement activities.

2009-2010 **Training Specialist, Gulf Coast Jewish Family and Community Services Largo, FL**

Completed new hire tasks, weekly check ins with trainees, field notebook training, file reviews, and weekly trainings, and assigning re-open, early services interventions, and transfer cases.

Responsible for a caseload of 13 children, their families and caretakers.

Tracked all mandatory trainings (CARF requirements, re-certification requirements) and keep all spreadsheet updated.

2007-2009 **Certified Senior Family Services Counselor, Gulf Coast Community Care, Largo, FL**

Provided case management, services and protective supervision to children and their families, including connecting families with appropriate service providers within the community and working closely with the Sheriff's office and Department of Juvenile Justice and Dependency Court.

Developed and maintained ICWA and Parent Engagement tracking spreadsheet.

Christine Pringle, LMHC-S, MCAP
Vice President of Behavioral Health Services

Coordinated with Q.M. Department to develop acceptable parent/client engagement techniques.

Assisted Team Lead in maintaining psychotropic medication tracking.

Supported the agency and team in ensuring appropriate completion of EXCISE exit interview, compliance and timeliness.

Sarah Barsalou
Vice President of Juvenile Justice Services

Education

Masters of Business Administration (currently enrolled)
Southern New Hampshire University – Anticipated completion 7/2024

Bachelor of Science in Criminal Justice
University of Central Florida

Experience

2022- **Vice President of Juvenile Justice Services, BAYS, Orlando, FL**

Present Supervises the Directors of the Community Supervision Program and Youth Screening Program and provides support to ensure successful implementation, execution, and achievement of outcomes across programs; using quantitative and qualitative data to elevate and address program performance

Provides leadership and guidance to BAYS program leaders and serves as a strategic thought partner to ensure consistent quality and standardization of practices

Supports the Directors in strategic cultivation of community and employer relationships

Engages with community partners, government agencies, and other external stakeholders to represent BAYS and build BAYS' presence in the communities we serve

Participates as a key member of the Senior Leadership Team to support BAYS strategy and program planning

Collaborates with BAYS' Executive Leadership Team, staff, employer and community partners, and funders

2019- **Director of Community Supervision, BAYS Florida, Orlando, FL**

Present Provides oversight and support to 11 circuit office operations; Oversee and ensure that all program staff comply with regulations, timelines, Quality Improvement standards, and contractual requirements

Supervise and support Regional Coordinators

Develop and maintain programmatic performance dashboards with monthly distribution to Chief Operating Officer

Identify staffing needs and ensure circuits are appropriately staffed

Collaborate with Chief Probation Officers in each of the 11 circuits to discuss contract status, successes, challenges, etc.

Ensure all invoicing is completed accurately and in a timely manner

2015- **Circuit Supervisor, BAYS Florida, Orlando, FL**

2019 Supervise, mentor, and support case managers and consulting clinician.
Ensure program staff comply with the program SOP and Quality Improvement goals.

Sarah Barsalou

Vice President of Juvenile Justice Services

Maintain professional and leadership contact with judicial staff, stakeholders, community providers and juvenile justice agencies.

Establish and maintain Circuit Advisory Council meetings.

At the need of the Circuit: supervise and manage a caseload of diverted youth, providing intensive supervision through individual, collateral and parental contacts.

2014 - **Manager of Diversion Services, BAYS Florida, Orlando, FL**

2015 Oversaw the operations for the Juvenile Diversion Alternatives Program in the North and Central Regions to include Circuits 3, 4, 5, 7, 8, 9, and 18.

Supervised and supported Circuit Supervisors; documentation of supervision sessions, performance, and needs with written and verbal reporting to the Chief Operating Officer

Oversaw and ensured that all program staff complied with regulations, timelines, Quality Improvement standards, and contractual requirements

Formed and maintained relationships with stakeholders in each circuit, to include Chief Probation Officers, Deputy Chief Probation Officers, Assistant State Attorneys, and Public Defenders to discuss referrals, program trends, successes, challenges, etc.

Contributed to determining long-term strategy of the agency in conjunction with other members of the Senior Leadership Team

2013 - **Training Coordinator, BAYS Florida, Orlando, FL**

2014 Responsible for assisting Supervisors, Managers, and Directors in training all staff

Facilitated trainings to include Protective Action Response (PAR), CPR/First Aid/AED, Motivational Interviewing, and assisted staff in fulfilling all training requirements by scheduling both internal and external trainings

Updated existing and developed original training content to deliver quality training for needs identified

Administered Case Management Training Guide content to new direct care staff and followed-up on refresher training, as needed

Provided technical assistance training to staff in need

Maintained training files for all staff

2012 - **Training Coordinator, Florida Department of Juvenile Justice, Orlando, FL**

2013 Responsible for ensuring all training requirements were met for Circuit 9 Probation and Community Corrections staff

Developed and maintained training plans according to Department training standards

Scheduled and facilitated trainings to include CPR/First Aid/AED, the Department's Detention Risk Assessment Instrument (DRAI) training, and Suicide Prevention

Sarah Barsalou

Vice President of Juvenile Justice Services

Maintained training files for all staff

Identified gaps in training and developed trainings to meet those needs

2010 - **Senior Juvenile Probation Officer, Florida Department of Juvenile Justice, Orlando, FL**
2012

Supervised a caseload of up to 70 youth on probation

Performed supervisory tasks to include case assignments, case reviews, Pre-Disposition Report reviews, and termination requests

Conducted home visits and school visits

Used motivational interviewing to engage the youth and family to determine the youth's social, developmental, emotional, and/or other needs and risks

Formulated case management strategies based on assessments and/or information gathered to address the specific needs of youth and families

Made referrals to the appropriate service providers and followed up according to Department timelines

2005- **Juvenile Probation Officer, Florida Department of Juvenile Justice, Orlando, FL**
2010

Supervised a caseload of up to 70 youth on probation

Conducted home visits and school visits

Used motivational interviewing to engage the youth and family to determine the youth's social, developmental, emotional, and/or other needs and risks

Formulated case management strategies based on assessments and/or information gathered to address the specific needs of youth and families

Made referrals to the appropriate service providers and followed up according to Department timelines

Training

Motivational Interviewing Trainer, PAR Certified, JJIS, PACT, CPR/First Aid/AED Trainer, Trauma-Informed Care, Mental Health First Aid, Quest Database, Leadership Development, Instructor Techniques

Owanna I. Stout
Senior Director of Diversion Services

Education

Bachelor of Arts from the University of the Virgin Islands in Social Sciences

Master's Degree in Juvenile Justice from Nova Southeastern University

Experience

- 2020- Present **Senior Director of Diversion Services, BAYS, Tampa, FL**
- Provide leadership, support and oversight of Circuit Operations for the JDAP Programs across the state and Regional Directors.
 - Develop and maintain programmatic performance dashboards with monthly distribution to supervisor and leadership teams.
 - Lead development of utilization reporting in each circuit with monthly distribution of report to supervisor and leadership teams.
 - Identify staffing needs and ensure agency programs are appropriately staffed.
 - Discuss contract status, successes, challenges, etc. with Circuit Supervisors monthly, and when needed.
 - Oversee and ensure that all program staff comply with regulations, timelines, Quality Improvement (QI) goals and contract standards.
 - Determine long-term strategy of the agency in conjunction with Senior Leadership Team.
 - Collaborate with staff to identify and address program needs, goals, priorities and service gaps.
 - Provide leadership for agency's strategic planning process and identify priorities in support of agency's mission.
- 2017-2020 **Director of Diversion Services, BAYS Florida, Tampa, FL**
- Provide leadership, support and oversight of Circuit Operations for the JDAP Program Circuits in the North Region.
 - Develop and maintain programmatic performance dashboards with monthly distribution to supervisor and leadership teams.
 - Lead development of utilization reporting in each circuit with monthly distribution of report to supervisor and leadership teams.
 - Identify staffing needs and ensure agency programs are appropriately staffed.
 - Discuss contract status, successes, challenges, etc. with Circuit Supervisors monthly, and when needed.
 - Oversee and ensure that all program staff comply with regulations, timelines, Quality Improvement (QI) goals and contract standards.
 - Determine long-term strategy of the agency in conjunction with Senior Leadership Team.
 - Collaborate with staff to identify and address program needs, goals, priorities and service gaps.

Owanna I. Stout
Senior Director of Diversion Services

Provide leadership for agency's strategic planning process and identify priorities in support of agency's mission.

2014-
2017 **Circuit Supervisor, BAYS Florida, Daytona Beach, FL**

Supervise, mentor, and support case managers and consulting clinician.

Ensure program staff comply with the program SOP and Quality Improvement goals.

Maintain professional and leadership contact with judicial staff, stakeholders, community providers and juvenile justice agencies.

Establish and maintain Circuit Advisory Council meetings.

At the need of the Circuit: supervise and manage a caseload of diverted youth, providing intensive supervision through individual, collateral and parental contacts.

2012-
2013 **Juvenile Probation Case Manager, Henry & Rilla White Foundation, Orlando, FL**

Supervised youth on court ordered Probation.

Referred for mental health and behavior modification services and developed a case plan for youth and their families.

This position required providing intense supervision and services for the clients and their families on post-commitment probation and conditional release within the community.

2007-
2012 **Juvenile Probation Officer, Department of Juvenile Justice, Orlando, FL**

Senior Juvenile Probation Officer

Interim Juvenile Probation Officer Supervisor

Supervised youth on court ordered Probation; referred for mental health and behavior modification services and developed a case plan for youth and their families.

Prepared and presented reports to the court, staffings and other service providers.

Provided and documented supervision and case management of clients placed on supervision as required by statute, department policies and procedures and Quality Improvement (QI) Standards.

Coordinates serviced, staffings, including multi-disciplinary staffings (Commitment Conferences) and assessments as needed.

Performed the duties of the Juvenile Probation Officer Supervisor (JPOS) in his/her absence.

Training

Motivational Interviewer, Quest Database Maintenance, Judicial System knowledge, Leadership Development, Supervisor, Case Management, PAR Certified, JJIS, PACT/CAT and PAT Trained, CPR/First Aid/AED Trainer.

Paul Hatcher
Senior Director of Quality and Contracts

Education

Bachelor of Criminology, Florida State University

Experience

2022- Present Senior Director of Quality and Contracts, BAYS, Tampa, FL

Drives a culture of continuous quality improvement and contract compliance and serves as the quality and compliance resource for the organization. This position manages and coordinates organization-wide efforts to set and prioritize data-driven improvement efforts that align with ongoing strategic goals, while providing leadership for improving operational functions.

Oversees the production of QI reports and dashboards for identified programs and services, including trends, benchmarks, performance objectives, summary of QI activities, and makes recommendations for improvements.

Develops and maintains procedures and sustainable best practice policies regarding quality management and ensure the application of those procedures and policies program wide.

Evaluates training needs and implements changes to training programs to address quality training requirements.

Oversees and directs the quality management program.

2022-2022 Director of External Funding, Department of Juvenile Justice, Tallahassee, FL

Responsible for special projects management under the direction of the office of the secretary of DJJ.

2015-2021 Assistant Secretary, Department of Juvenile Justice, Tallahassee, FL

Responsibilities for the overall management and oversight of the statewide Probation and Community Intervention Branch of DJJ; attending various conferences and meetings as deemed necessary to benefit the Branch or DJJ, and/or as directed by the Secretary or Chief of Staff; the direct supervision of eight (8) staff, four of which are Regional Directors and four (4) are professional headquarters employees.

2013-2015 Senior Management Analyst Supervisor, Department of Juvenile Justice, Tallahassee, FL

Responsible for the management and oversight of the Probation and Community Intervention Branch's statewide Budget and Contracting and Administrative Services functions; supervision of three professional employees; and serving as delegated authority in the absence of the Assistant Secretary. This position was reclassified from SMA II to SMA Supervisor.

Paul Hatcher
Senior Director of Quality and Contracts

- 2001-2013 **Senior Management Analyst II, Department of Juvenile Justice, Tallahassee, FL**
Responsible for the management and oversight of the Probation and Community Intervention Branch's statewide Budget and Contracting and Administrative Services functions; supervision of three professional employees; and serving as delegated authority in the absence of the Assistant Secretary.
- 2000-2001 **Operations Management Consultant II, Department of Juvenile Justice, Tallahassee, FL**
Responsible for the tracking, reviewing and submission of statewide Detention Services Administrative Reviews and Management Responses to the DJJ Office of Inspector General (OIG); and Quality Assurance related functions for the Detention Services Branch, providing technical assistance to staff and assisting with the development of corrective action plans, and tracking performance ratings.
- 1994-2000 **Program Administrator, Department of Juvenile Justice, Tallahassee, FL**
Responsibilities for the overall administration/management of the seven counties within the sub-district, which entailed the direct supervision of five Juvenile Probation Officer Supervisors; and the overall administration of approximately fifty (50) employees (professional and non-professional). More specifically, my duties included, but were not limited to the following: (1) policy/procedural directives implementation; (2) staff development; (3) budget management; and (4) community resources assessment and development.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Education

2001 Bachelor of Arts, Psychology, Stetson University

2005 Master of Science, Criminal Justice, University of Central Florida

2007 Master of Science, Counseling & Psychology, Troy University

Experience

2022- **Director of Prevention and Family Services, BAYS, Tampa, FL**

Present Demonstrate understanding of government organization, operations, policy, funding, and contracting covering health and mental health services, including emerging trends.

Lead the development of procedures and administrative policies to facilitate effective operation for Prevention and Family services including outreach, provider services, quality, etc.

Lead implementation strategy for programmatic and contractual changes that impact the delivery of Prevention and Family services.

Assist in a strategic capacity to support and inform business development strategy for Prevention and Family services.

Demonstrate knowledge of Evidence-Based services in Juvenile Justice & Child Welfare.

Supervise, direct, motivate and evaluate performance of program leadership and immediate subordinates; Implement staff training and development programs and evaluate staff growth plans and development.

Demonstrate knowledge of county, state, and federal laws and regulations covering behavioral health, child welfare, and other social services and their funding.

Demonstrate knowledge of county, state, and federal laws and regulations covering racial and social justice.

Ability to develop and evaluate business strategies, threats, and opportunities concerning changes in laws, regulations, and policies.

Ability to lead and oversee Prevention and Family services programming.

Demonstrate skill and comfort in proactively building relationships with diverse audiences, including public officials, coalition partners, community leaders, managed care systems, and funders.

Ability to work collaboratively with diverse communities and individuals.

Demonstrate understanding of governmental contracts and experience in contract negotiations.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Provide strategic leadership and management of program operations.

2022-
2022 **Assistant Program Director, Case Management, Camelot Community Care, Sanford, FL**

Provides administrative and operational oversight to Foster Care Case Management program assuring compliance with applicable state and federal regulations, contract requirements, and contract outcomes.

Provides oversight to Foster Care Case Management Supervisors and the staff in the program.

Follows the system of care to ensure that services are effectively delivered to children and families.

Implements a documentation system to ensure staff document and maintain files according to all applicable standards.

Implements a utilization review program to ensure the appropriate levels of care for children, service provision, and expenditures.

Implements a quality improvement system to assure the highest level of service provision and compliance with all applicable regulations.

Maintains, tracks, and reviews key indicators to assure that outcomes are being met.

Attends all required management meetings and staffings where director level decisions are made where additional managerial support is needed in the absence of the Program Director.

Implements all processes to assure all court and legal documents are properly completed and timely submitted.

2021-
2022 **Director of Dependency Case Management Training, Children's Home Society, Miami, FL**

Manages the design, development, and implementation of post pre-service training for CHS dependency programs.

Provides field-based training.

Coaches, and supports dependency program leadership.

Assures that all teams members complete required training according to regulations (licensing, COA, and contract).

Research best practice models in child welfare.

Develop and implement program improvement training plans based on deficiencies identified in internal and external monitoring and evaluations.

Act as resource and clearinghouse for collection and coordination of team training data and literature.

Communicate consistently with lead agency and regional/program leadership to identify and address areas of concern.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Prepare for training events by securing guest speakers reserving training space, and sending calendars and invitations.

Provide regular reports on activities, hours, and team members served.

Develop a strong knowledge base on job related issues and trends in the Florida child welfare system.

Teach skills and knowledge necessary to support team members working with complex family dynamics and conditions.

2019- **Program Manager, Strive Academy Polk, Eckerd Connects, Lakeland, FL**

2021 Responsible for coordinating the delivery and monitoring the quality of services, and ensuring full compliance with the program, agency, and regulatory guidelines, policies, and practices.

Ensures the program's therapeutic model advances the emotional stability, education, and overall positive development of the youth in the program.

Participate with local management team in development, implementation, and enforcement of local policies and procedures, and in setting and carrying out short and long-term plans for organizational development.

Coordinate all case management and clinical services with the Clinical Director.

Responsible for recruitment, selection, performance management, and retention efforts.

Ensure program has staffing sufficient to provide adequate coverage.

2018 - **Child Welfare Consultant, Heartland For Children, Lakeland, FL**

2020 Responsible for providing consultation to agencies on individual cases in order to build the providers capacity to respond to challenging practice issues and to improve well-being outcomes for children.

Serves as in-house expert in at least two subject matter areas (LGBTQ, Domestic Violence, Sex trafficking, Mental Health etc.) and consults with other agency staff on cases with identified concerns related to those specific areas of expertise.

Provides individual case consultations to provider agency staff and assists them in navigating complex case issues.

Observes agency processes and provides feedback.

Consults with child welfare staff, external stakeholders, and community-based organizations regarding families and child specific issues.

Drafts reports in narrative form by reviewing, summarizing and explaining data in order to record/convey work activities/findings/recommendations.

Participates in special projects, as necessary and/or other tasks as assigned.

2015 - **Program Director, Case Management, Gulf Coast Jewish Family and Community Services, Lakeland, FL**

2017 Responsible for oversight of day-to-day operations for CBC Case Management in Polk County to include the case management teams and support staff.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Ensure preparation for and attendance of weekly "Data Calls" with Lead agency and other CMO's.

Implement systems and internal procedures to ensure that the statistical outcomes set by DCF and lead agency are met annually, while ensuring child safety.

Oversee and assist in recruitment, supervision, and evaluation of children's services staff.

Assure that policies, procedures, job descriptions and other information related to assigned children's services are current and updated.

Participate in quality and performance improvements committees, planning, and processes in CBC Case Management as related to Gulf Coast internal programs and external reviews.

Provide progress reports and status reports as needed to comply with DCF, Lead agency, CARF and GCJFCS' quality improvement requirements and recommendations.

Support Assistant Program Directors by evaluating and working on communication issues as they arise in the community between agencies.

Review with Assistant Program Directors scheduling activities of all employees to ensure maximum productivity and accountability.

2014-
2015 **Executive Director, Brevard C.A.R.E.S., Rockledge, FL**

Responsible for all administrative, fiscal, and programmatic activities of the Prevention Program, the Diversion Program, the Head Start program, Cribs For Kids, Homeless Prevention Program, and Post-Adoption Services Program.

Works in conjunction with the National Replication Team and serves as the principle point of contact and project lead on any research and data analysis of Brevard C.A.R.E.S.

Responsible for maintaining fidelity to the program model and adhere to the mission and vision of the agency.

Responsible for pursuing grants, donors, and diversification efforts. Responsible for the achievement of performance measures, maintaining COA, and working in concert with contractors, service providers, and providing coaching, mentoring, and professional development of staff.

Responsible for managing a budget over 1 million dollars. Serves as a spokesperson and representative of the agency.

Provides systematic updates: monthly to the Senior Executive of Programs and the Board of Directors.

2011-
2014 **Program Director, Safe At Home Central Florida, Gulf Coast Jewish Family and Community Services, Orlando and Kissimmee, FL**

Provides and is responsible for the daily program operations of the Safe At Home Central Florida Program.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

- Manages the program budget and expenses.
- Determines and manages staff training and development.
- Monitors the contract to ensure agency and funder compliance.
- Makes the hiring and termination decisions.
- Provides guidance and leadership to staff.
- Monitors compliance with policies and procedures.
- Builds partnerships with other agencies through community networking and attending business meetings with other providers.
- Assists in the development of program proposals.
- Assigns cases for the Safe At Home Central Florida Program.
- Conducts direct one on one supervision with staff monthly and interns weekly to ensure staff development.
- Provides systematic updates of all activities monthly to the Chief Operating Officer (COO), and Vice President of Child Welfare Programs.
- Provides information in order that monthly, quarterly, and annual reports to funders can be successfully generated for programs.
- Ensures compliance with contractual guidelines set by the funder.

2009-
2011 **Program Supervisor, Family Preservation & Diversion Program, Gulf Coast Community Care, Orlando, FL**

- Provides administration to the Family Preservation and Diversion Program for Orange and Osceola Counties and for the Homemaker and Intensive Crisis Counseling Programs in the absence of the Program Director.
- Assigns cases for Family Preservation and Diversion Program.
- Conducts supervisory reviews with Counselors in the Family Preservation and Diversion Program, Intensive Crisis Counseling Program, and the program interns.
- Provides the Program Director with systematic updates of all activities weekly.
- Provides information to the Program Director in order that monthly, quarterly, and annual reports to funders can be successfully generated for programs.
- Creates forms, policies, and procedures as needed for the Family Preservation and Diversion Program.
- Conduct home visits with staff to ensure ongoing training and assessment of Counselors.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Ensures staff records are in compliance with CARF and Gulf Coast policies and procedures.

Acts and performs duties on behalf of the Program Director in the Program Director's absence.

2008-
2009 **Family Preservation and Diversion Counselor and Acting Supervisor, Family Preservation & Diversion Program, Gulf Coast Community Care, Orlando, FL**

Provides intensive home based individual and family counseling, as well as linkage to formal and informal resources for clients involved with the Department of Children and Families.

Ensures child safety needs are met in conjunction with providing family strengthening interventions.

Completes Comprehensive Family Needs Assessments and Treatment Plans in compliance with contract and CARF accreditation standards.

Monitors progress as it pertains to the Treatment Plan written as a collaborative document with the child, their parents, caregivers, the referral source, as well as formal and informal supports who are brought into the treatment process.

2006-
2008 **Case Coordinator, Child Protection Team, Orlando Health, Orlando, FL**

Assists Law Enforcement and the Department of Children and Families in the investigation of egregious child abuse cases.

Coordinates Joint Responses with Law Enforcement and Child Protective Investigators at local hospitals.

Facilitates and coordinates full team/multi-disciplinary staffing for Orange and Osceola Counties.

Conducts trainings in the community regarding child abuse and neglect.

Assigns cases to Case Coordinators.

Provides an investigative summary report which includes videotaped forensic interviews, photographs of injuries taken during medical examination, medical records, and a psychosocial assessment.

Able to provide expert witness testimony in court.

2003-
2006 **Adoptions Case Manager, Adoptions Services, One Hope United and Department of Children & Families, Orlando, FL**

Ensures accuracy of case records according to Chapter 39 guidelines.

Ability to implement changes in policies and procedures.

Assess current risk to children in their pre-adoptive homes.

Determine the need for additional services, removal, and case closure.

Kimah Burrell, MS, MS
Director of Prevention and Family Services

Ability to maintain adoption goals set by the Family Services of Metro Orlando (FSMO).

Supervises visitation between children and their siblings.

Performs the administrative duties of the Adoption Supervisor in the absence of the Adoption Supervisor.

Ensures all children are seen monthly.

Ability to status the courts regarding the status of children.

Matches children with prospective adoptive parents.

Ensures that all prospective adoptive parents have met all qualifications of adoption set by the state of Florida and the federal government.

2001-2003 **Economic Self-Sufficiency Specialist I, Economic Services, Department of Children & Families, Orlando, FL**

Determines eligibility for public assistance programs to include Medicaid, Food Stamps, and temporary cash assistance.

Conducts interviews with clients face to face and via telephone to gather and collect data on the applicants and their household members.

Maintains and updates information on clients using the FLORIDA computer system.

Effectively communicates with internal and external networks.

Ability to review and verify data for discrepancies and validity, and to reconcile errors and inconsistencies.

Acquires and maintains a working knowledge of laws, regulations, policies, standards and procedures related to programs.



BAYS works in partnership with individuals, families, and communities to inspire change, growth, and success.

Program	<i>Supportive Thrusting Relationship with Inclusion, Vision and Empathy - STRIVE</i>
Job Title	<i>Program Director</i>
Reports to	<i>Senior Director of Programs</i>
Reviewed and approved by:	<i>Human Resources</i>
Date approved:	<i>February 1, 2022</i>

Job Summary

The Program Director is responsible and accountable for the daily operations and operational performance of the Family Stabilization Unit. This position is responsible for the overall management of the programmatic, administrative, financial, and operational systems related to the provision of care and services; provision of regular and timely reports regarding operations, services, and finances; establishing a respective and supportive workplace environment.

Job Essentials

- Provide oversight and coordination of program performance outcomes.
- Provide leadership, direction, and oversight to the team.
- Collect, compile, and analyze pertinent operational data for trends in key quality indicators.
- Ensure that client issues that come to the agency's attention and that cannot be resolved at a lower organizational level are reviewed and resolved.
- Develop and implement effective mechanisms to promote timely problem identification and resolution to ensure quality services are delivered in an effective and efficient manner.
- Implement and enhance the use of the trauma-responsive model of care.
- Analyze quality assurance feedback and assist with ensuring staff are trained on any deficiencies identified.
- Able to work evening and occasional weekend hours, and to be on-call

Job Duties/Responsibilities

- Attend staff meetings to ensure effective and efficient service coordination.
- Direct, train, and develop all direct reports and others if needed.
- Cultivate a trauma-focused environment where program staff model positive adult behaviors, while also nurturing youth and providing structure, support, respect, and active involvement
- Assist the COO with the preparation of the annual budget, goals, and objectives.
- Ensure program operations and services are consistent with the established agency, state, and federal, requirements.



BAYS works in partnership with individuals, families, and communities to inspire change, growth, and success.

- Maintain, enhance, and develop positive relationships with referral sources, community agencies, and community progressions.
- Participate in public relations for the program when appropriate.
- Oversee training curriculum and compliance to include but not limited to Motivational Interviewing, UC training, First Aid/CPR, and new employee orientation.
- Collaborate with intake and referral teams to ensure appropriate capacity and placement of youth in programs.
- Stay up to date on current trends and theories related to the program, while proactively recommending changes to agency policy and practice, as necessary
- Participate in speaking engagements, courses and learning experiences, when necessary
- Stay abreast of all agency, federal, and state regulatory requirements related to social services
- All other duties assigned

Qualifications

Education: A master's degree in social work or a related area of study from an accredited college or university, and at least two (2) years' experience in human services or child welfare programs, or bachelor's degree in social work or a related area of study from an accredited college or university and four (4) years of experience in human services or child welfare programs, or doctorate degree in social work or a related area of study from an accredited college or university.

Experience: Minimum of 2 years of senior management experience and 2 years child welfare experience preferred

Skills:

- Effective leadership, management, and planning skills
- Excellent interpersonal and communication skills
- Ability to handle complex personnel related situations effectively
- Ability to interact with and maintain high morale among employees
- Ability to analyze data and navigate databases (FSFN)
- Ability to travel.

Additional Eligibility Qualifications: Must possess a valid Florida Driver's License and Auto Insurance; Availability to work evening and occasional weekend hours, and to be on-call.

Working conditions

While performing the duties of this position, the employee travels by automobile and is exposed to changing weather conditions. The employee will be required to drive daily to nearby locations for meetings.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the



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employee is regularly required to talk and hear. The employee is regularly required to stand, walk, and sit. The employee is occasionally required to use hands to feel and reach. The employee must occasionally lift and move up to 10 pounds.

Direct reports

This position manages staff of assigned program/s and is responsible for the performance management and hiring of the staff within program/s.

- Lead Family Support Partner
- Family Support Partners
- Youth Behavioral Specialist
- Youth and Family Advocate
- Family Support Coordinator

BAYS does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.



BAYS works in partnership with individuals, families, and communities to inspire change, growth, and success.

Program	<i>Supportive Thrusting Relationship with Inclusion, Vision and Empathy - STRIVE</i>
Job Title	<i>Lead Family Support Partner</i>
Reports to	<i>Program Director</i>
Reviewed and approved by:	<i>Human Resources</i>
Date approved:	<i>February 1, 2022</i>

Job Summary

This position provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children.

Job Essentials

- Provide direct services to program, children and families.
- Must understand and demonstrate sensitivity to cultural, community, family and youth needs.
- Accept all cases assigned by Program Director and meet with youth in their primary residence and with identified parents in sufficient time.
- Integrate Motivational Interviewing, Safety Planning, and Trauma Informed Care into service provision.
- Develop a service plan based on positive youth development and principles of Motivational Interviewing.
- Identify the strengths and needs of the youth, family, the circumstances referring the family to programming, recommendations provided by the Intake Assessment and other relevant data. Service plan is to be created in collaboration with the parents, Guardian Ad Litem, foster parents and other pertinent parties with the goal of reunification or other permanency for the child.
- Ensure all children are visited in their primary residence according to required frequency.
- Prepare for, attend, and participate in all court activities as necessary.
- Provide on-call and crisis response services as needed.
- Able to work evening and occasional weekend hours
- Able to drive daily to nearby locations for meetings or visits

Job Duties and responsibilities

- Accurately document all case activities in the Florida Safe Families Network database within 48 hours. Maintain the physical case file in chronological order, by subject, in accordance with the standardized case file format.



BAYS works in partnership with individuals, families, and communities to inspire change, growth, and success.

- Provide clients with timely referrals to services. Develop and maintain knowledge of community resources, program eligibility requirements, key contact persons, emergency procedures, and waiting lists of available resources. Maintain regular contact with service providers and document service progress in FSFN.
- Follows Florida Statutes, Administrative Code, written policies and orders of the Dependency Court in managing cases toward goals recorded in case plans.
- Arrange for, attend, and participate in individual case staffing as necessary. Complete all required staffing.
- Conduct initial and/or ongoing child safety assessments as required. Prepare initial and on-going safety plans as necessary.
Attend all appointments, staff meetings, trainings, seminars, workshops, etc., as necessary and as required by the Program Director.
- Works cooperatively with Program Directors, with other Family Stabilization Specialists, with placement staff, with Protective Investigators, with Child Welfare Legal staff and with agency support staff.
- Effectively manages time to ensure that all home visits are completed as required, all documentation is entered into FSFN within 48 hours, and court appearances are attended as necessary.
- Ability to take on additional tasks and support in the absence of the Program Director.
- Performs all other related duties as assigned

Qualifications

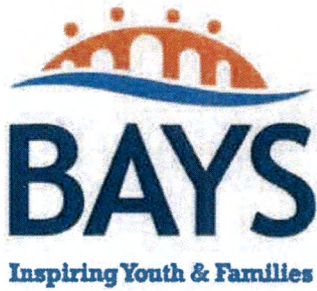
Education: Master's degree in social work or a related area of study from an accredited college or university.

Experience: Minimum of three years' experience working in the social work field required; experience with the juvenile justice or behavioral health systems preferred. Experience navigating the child welfare system and training, coaching and/or serving, as a mentor to other families preferred; Experience working with diverse populations and collaborating with a wide range of service providers.

Skills:

- Very good interpersonal/communication skills,
- Strong clinical skills, ability to work with youth/family
- Ability to work with respect for cultural diversity
- Strong organizational skills with regard to writing case notes, data entry and case management
- Proficient with Microsoft Office Suite or related software.
- Ability to effectively set limits and maintain clear and professional boundaries, quickly build rapport, and function in crisis-oriented and high stress situations.

Additional Eligibility Qualifications: Must possess a valid Florida Driver's License and Auto Insurance; Availability to work evening and occasional weekend hours, and to be on-call as needed



BAYS works in partnership with individuals, families, and communities to inspire change, growth, and success.

Working conditions

While performing the duties of this position, the employee travels by automobile and is exposed to changing weather conditions. The employee will be required to drive daily to nearby locations for meetings or visits.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee frequently lifts and moves up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Direct reports

None

BAYS does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.



Job title	<i>Family Support Partner</i>
Reports to	<i>Program Director</i>
Exemption Status/Pay Grade	<i>Non-Exempt Status/Pay Grade 3 (rates may vary by location)</i>
Approved by:	<i>Human Resources</i>
Date approved:	<i>February 2022</i>

Job Summary

This position provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children.

Job Essentials

- Develop relationships with public and private service providers as well as with the Lead Agency, Case Management Organizations, court system, and other stakeholders.
- Develop expertise knowledge of the different social service systems including eligibility requirements, services offered, and the application process.
- Coach caregivers to navigate systems that influence or govern their safety, permanency and well-being outcomes; refers to appropriate services and assist those overcoming barriers to accessing services.
- Accept all cases assigned by Program Director and meet with youth in their primary residence and with identified parents in sufficient time
- Provide on-call and crisis response services as needed by youth and/or family
- Able to work evening and occasional weekend hours
- Able to drive daily to nearby locations for meetings or visits.

Duties and responsibilities

- Work independently and as a team member to create innovative ways to meet goals and provide a high level of service that is engaging and meets the needs of the participants.
- Assist youth and caregiver(s) in accessing and navigating services to support them in providing a stable placement.
- Integrate Motivational Interviewing, Safety Planning, and Trauma Informed Care into service provision.
- Develop a service plan based on positive youth development and principles of Motivational Interviewing.
- Perform other administrative tasks as assigned and assist with maintaining proper document storage and auditing.
- Meet data collection, contract requirements and contract deadlines.

- Provide progress reports as required.
- All other duties as assigned

Qualifications

Education: Master's degree in social work or a related area of study from an accredited college or university.

Experience: Minimum of two years' experience working in the social work field required; Experience navigating the child welfare system and training, coaching and/or serving, as a mentor to other families preferred; Experience working with diverse populations and collaborating with a wide range of service providers; Strong organizational skills with regard to writing case notes, data entry and case management; Must be an adult role model with the ability to effectively set limits and maintain clear and professional boundaries, quickly build rapport, and function in crisis-oriented and high stress situations

Additional Eligibility Qualifications: Must possess a valid Florida Driver's License and Auto Insurance; Availability to work evening and occasional weekend hours, and to be on-call as needed by youth and/or family.

Skills/Abilities

- Very good interpersonal/communication skills,
- Strong clinical skills, ability to work with youth/family
- Ability to work with respect for cultural diversity

Working conditions

While performing the duties of this position, the employee travels by automobile and is exposed to changing weather conditions. The employee will be required to drive daily to nearby locations for meetings or visits.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee frequently lifts and moves up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Direct reports

None

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Program	<i>Supportive Thrusting Relationship with Inclusion, Vision and Empathy - STRIVE</i>
Job Title	<i>Youth Behavioral Specialist</i>
Report To	<i>Program Director</i>
Reviewed and approved by:	<i>Human Resources</i>
Date approved:	<i>January 2023</i>

Job purpose

This position provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children.

Job Essentials

- Provide home-based individualized behavioral modification for youth
- Provide immediate clinical interventions and corresponding documentation related to crisis situations for youth.
- Maintain current knowledge of community resources, linkage and how to access them
- Provide prompt and thorough assessment, evaluation, and intervention via telephone or in person
- Provide on-call and crisis response services as needed.

Job Duties/Responsibilities

- Accurately document all case activities in the Florida Safe Families Network database within 48 hours. Maintain the physical case file in chronological order, by subject, in accordance with the standardized case file format. Perform tasks related to the job, which include compiling and maintaining all necessary records
- Must understand and demonstrate sensitivity to cultural, community, family and youth needs.
- Integrate Behavioral Therapy, Motivational Interviewing, Safety Planning, and Trauma Informed Care into service provision.
- Arrange for, attend, and participate in court activities, individual case staffing, school staffing and family meetings as necessary.
- Attend all appointments, staff meetings, training courses, seminars, workshops, etc., as necessary and as required by the Program Director.
- Perform all other related duties as assigned

Qualifications

Education: Master's degree in social work, applied behavior analysis or a related area of study from an accredited college or university.

Experience: Minimum of two years' experience working in the social work field required; experience with the Juvenile justice or behavioral health systems preferred. Minimum of two years of employment history in mental/behavioral health or applied behavioral analysis with crisis experience. Experience navigating the child welfare system and training, coaching and/or serving, as a mentor to other families preferred; Strong clinical skills, very good interpersonal/communication skills, ability to work with adolescents, ability to establish a mutually respectful relationship, in which the youth is a full partner, empowered to solve their own problems. Experience working with diverse populations and collaborating with a wide range of service providers; Strong organizational skills with regard to writing case notes, data entry and case management; Must be an adult role model with the ability to effectively set limits and maintain clear and professional boundaries, quickly build rapport, and function in crisis-oriented and high stress situations.

Additional Eligibility Qualifications: Must possess a valid Florida Driver's License and Auto Insurance; Availability to work evening and occasional weekend hours, and to be on-call as needed.

Working conditions

While performing the duties of this position, the employee travels by automobile and is exposed to changing weather conditions. The employee will be required to drive daily to nearby locations for meetings or visits.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee frequently lifts and moves up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Direct reports

None

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Program	<i>Supportive Thrusting Relationship with Inclusion, Vision and Empathy - STRIVE</i>
Job Title	<i>Youth and Family Advocate</i>
Reports to	<i>Program Director</i>
Reviewed and approved by:	<i>Human Resources</i>
Date approved:	<i>February 1, 2022</i>

Job Summary

The Youth and Family Advocate will provide support, guidance, mentoring, advocacy and psychoeducational services to the youth in the program. The Youth and Family Advocate primary goal is to successfully engage and connect with adolescents.

Job Essentials

- Utilizes Motivational Interviewing to engage and empower youth in their case planning.
- Provide a nurturing environment and close supervision of assigned youth.
- Utilize natural and logical consequences to appropriately address youth behavioral problems.
- Employ relationship and counseling skills effectively.
- Ability to learn and implement effective de-escalation skills with youth.
- Acts as a mentor and positive role model and assist in engaging youth in the wraparound and therapy processes.
- Attend court with youth.
- Able to work evening and weekend hours, and to be on-call as needed
- Able to drive daily to nearby locations for meetings or visits.

Job Duties/Responsibilities

- Assist youth to find their voice and exercise their choice throughout their time in care.
- Assists in the treatment process and takes steps to reach treatment goals/plans.
- Provides culturally competent education and hands-on coaching to youth to help build life skills, including assistance with accessing community resources.
- Maintains accurate, timely, and complete case records.
- Establish a healthy relationship with youth and family.
- Provides crisis intervention and case management support with the goal of supporting youth self-advocacy, social connectivity, and placement stability.
- Aligns with and helps support youth in to navigating through the system of care.



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Qualifications

Education: High School Diploma or equivalent required.

Experience: Prior professional experience with child welfare or juvenile justice preferred. Personal lived experience preferred.

Skills:

- Very good interpersonal/communication skills,
- Strong clinical skills, ability to work with youth/family
- Ability to work with respect for cultural diversity

Additional Eligibility Qualifications: Must possess a valid Florida Driver's License and Auto Insurance; availability to work evening and weekend hours, and to be on-call as needed.

Working conditions

While performing the duties of this position, the employee travels by automobile and is exposed to changing weather conditions. The employee will be required to drive daily to nearby locations for meetings or visits.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee frequently lifts and moves up to 30 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Direct reports

This position manages staff of assigned program/s and is responsible for the performance management and hiring of the staff within program/s.

None

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Program	<i>Supportive Thrusting Relationship with Inclusion, Vision and Empathy - STRIVE</i>
Job Title	<i>Family Support Coordinator</i>
Reports to	<i>Program Director</i>
Reviewed and approved by:	<i>Human Resources</i>
Date approved:	<i>February 1, 2022</i>

Job Summary

The Family Support Coordinator provides administrative support to ensure efficient operation of the office. Supports team through a variety of tasks related to organization and communication.

Job Essentials

- Follow up for referral and intake appointments as suggested for the family.
- Effectively communicates via multiple platforms to include the production and distribution of memos, letters, faxes and forms.
- Responsible for ensuring that all duties are completed accurately and delivered with high quality and in a timely manner.
- Responsible for confidential and time sensitive material.
- Assists staff in non-technical services such as assignment of new referrals, following up on referrals, assist with collection of evaluation forms and assessments
- Serve as the on-site Safety Representative

Job Duties/Responsibilities

- Assist in the preparation of regularly scheduled reports
- Assist in gathering referral information from referral source
- Submit and reconcile finance reports
- Provide information by answering questions and requests
- Prepare new case files when received
- Participate in all training required by DCF.
- Maintain Confidential databases and records of all active and closed cases
- Maintain office supplies to include forms and BAYS packets for staff and clients.
- Maintain and update office schedule and calendar of meeting and events.
- Maintain the referral tracker on a daily basis to prepare for monthly invoicing.
- Performs all other related duties as assigned



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Qualifications

Education: High School Diploma required; Associates of Arts preferred.

Experience: One year of general clinical experience preferably in human or social service setting

Skills:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Proficient in Microsoft Office Suite or related software.
- Able to pay attention to detail.
- Knowledge of general clerical and record-keeping practices familiarity with the Child Welfare and Department of Juvenile Justice service system preferred.

Working conditions

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Physical requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This is largely a sedentary role; however, some filing is required. This would require the ability to lift files, open filing cabinets and bend or stand as necessary. While performing the duties of this job, use hands to finger, handle or feel objects, tools or controls; and talk or hear. The employee is occasionally required to stand, walk, reach with hands and arms and climb or balance. The employee must be able to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to focus.

Direct reports

None

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**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR PROPOSALS

RFP NO: 1596

FAMILY STABILIZATION SERVICES

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing/index.aspx

DRAFT: 12/18/2023

RFP 1596; FAMILY STABILIZATION SERVICES

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including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, January 11, 2024**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted Proposals, the County will issue an Addendum to this RFP.

Broadcast of RFP	December 19, 2023
Deadline for Questions	January 11, 2024
Issuance of Final Addendum	January 18, 2024
Proposal Submittal Deadline	January 25, 2024
Evaluation of Submitted Proposals	February 8, 2024
Negotiations	February 9 - 23, 2024

H. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer's responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer's failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Proposers are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum, by signing and including each Addendum in the submitted Proposal. Failure by the Proposer to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be deemed non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing & Contracts Director, or designee, to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

I. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's

governing body shall not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

J. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

K. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

L. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

M. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

N. LOCAL PREFERENCE

Per Section 16.3.1 of the St. Johns County Purchasing Policy, the County shall review all submitted Qualifications to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Qualifications, in accordance with SJC Purchasing Policy.

O. SUB- CONTRACTORS

If a Respondent elects to sub-contract with any firm(s), for any portion(s) of the required Services, Respondent must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, at its discretion, require any Respondent to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Respondent fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Contractor, Supplier, or Individual due to previously documented issues with performance, quality or compliance.

Any firm(s) or individual(s) subcontracted by the awarded Contractor to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Contractor of any of the obligations and responsibilities stated in the awarded Contract.

P. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Contractor and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Contractor shall require each of its subcontracted firm(s) or individual(s) to provide Contractor with an affidavit stating that the subcontracted firm or individual does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any subcontracted firm or individual who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-Contractor or sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontracted firm or individual.
4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The objective of St. Johns County is to hire a contractor to provide a comprehensive, community-based program to support St. Johns County youth involved with, or at risk of being involved with, the Juvenile Justice System, for the purpose of preventing the removal of youth from their homes and reuniting youth with their families.

B. SCOPE OF SERVICES

The awarded Contractor shall be responsible for providing any and all labor, materials, equipment, expertise, and support necessary to complete the following tasks:

1. Program Goals:

- a) Work in collaboration with St. Johns County's Family Integrity Program (FIP) and Circuit 7's Child Welfare System to prevent the removal of and/or reunite children from out-of-home placements to a permanent parental home or relative/nonrelative placement, in a safe, effective, and therapeutic manner.
- b) Provide or link families with individualized services and supports, to include crisis intervention, that will enable families to effectively care for children placed in their homes, with the goal of preventing subsequent placement in out-of-home care.
- c) Implement evidence-based prevention services/measures designed to stabilize and support children and families for safe case closure.
- d) Utilize a strength-based model of care founded in positive youth development and the belief that all families have value and have capacity for growth.
- e) Deliver evidence-based Motivational Interviewing services to assess biological, psychological, and social factors that can be contributing to problems with the family.

2. Program Eligibility and Limitations:

- a) The program is limited to youth and families under the jurisdiction of Seventh (7th) Judicial Circuit who reside in St. Johns County and who have been referred to the Contractor by the County's FIP or the Department of Children and Families Investigations.
- b) The Contractor shall not initiate service provisions without a referral from FIP or DCF Investigations.
- c) At least one adult member of the household must be willing to cooperate with program services for stabilization and/or reunification with parent(s) or relative/nonrelative caregiver(s).
- d) Each Family Support Partner (identified in Section 6 below) shall serve a maximum of six (6) families at any one time.
- e) Services shall not exceed 120 calendar days from the original date of acceptance of the referral, unless written approval for extension is provided by FIP.
- f) Requests for service extensions must be submitted for consideration prior to the expiration of the 120 days maximum length of service. All service extensions must be pre-approved by FIP prior to the provision of additional days or services.

3. Administrative Tasks:

- a) Within seven (7) days of contract execution, the Contractor must submit to the County a comprehensive Policy and Procedures Manual for the operation of the program. Policies and Procedures are subject to review and approval by the County.
- b) Maintain current written On-Call Procedures. On-Call Procedures shall include a twenty-four hour a day, seven days a week capability to receive, accept, and respond to referrals in the family's home, and to family emergencies, after services have been initiated.
- c) Maintain written Referral Procedures. Referral Procedures shall include a twenty-four hour a day, seven days a week capability to receive and accept referrals.
- d) Maintain current written Incident Notification Procedures that include:
 - Adherence to the Department of Children and Families CFOP 215-6 Incident Reporting Analysis System.
 - Immediate notification by telephone of the FIP Case Manager, Case Manager Supervisor, or On-call Supervisor, DCF Child Protective Investigator, or DCF Child Protective Investigator Supervisor, after acquiring knowledge of a critical incident, followed by written notification within one (1) business day. Critical incidents include:
 - A child is injured, hospitalized, has a life-threatening illness, or dies.
 - A child has a physical or emotional condition that appears to be potentially harmful to the child or others.
 - A child runs away or disappears.
 - A member of the household is hospitalized or arrested.
 - The Contractor makes a new report to the Florida Abuse Hotline of alleged abuse, neglect, or abandonment.

- e) Maintain a separate personnel file for each employee. Personnel files must include:
 - A completed copy of the application for employment.
 - Education, training, and related experience used to determine the required minimum qualifications for the position held by the employee or volunteer.
 - Pre-service training, by subject of training, date(s) of attendance, and number of hours of training completed for each individual training session.
 - In-service training, by subject of training, date(s) of attendance, and number of hours of training completed for each individual training session.
 - Copies of Continuing Education Units for licensed professional employees who will use Continuing Education Units to meet in-service training requirements.
 - A separate recruitment file for each vacant position shall be maintained by the Contractor. The purpose of the recruitment file is to document the Contractor's attempts to fill vacant positions.
 - A signed copy of the Security Agreement Form, Form CF-114, if applicable.
- f) All Contractor personnel providing direct client services shall comply with Chapter 435, F.S., Level 2, Employment Screening. Documentation of Level 2 Employment Screening shall be maintained in each employee's personnel file.
- g) Section 491.012, F.S., lists the titles, or combination of titles, that are unlawful to use, and which constitute a violation of this chapter or Chapter 490, F.S., unless that person holds a valid license. This same law also provides for exemptions that may be found in subsection 491.014(4)(b), F.S.
- h) The Contractor must insure that the following minimum Training Requirements are met by each employee:
 - CORE Competencies
 - Trauma Informed Practices
 - Mental Health First Aid
 - Motivational Interviewing (must be certified)
 - Crisis Intervention
- i) The Contractor agrees to comply with Chapters 39, 394, 395 and 397, F.S., and Chapters 65D-30, 65E-4, 65E-5, 65E-10, 65E-11, 65E-12, and 65E-15, F.A.C. as applicable.
- j) The Contractor agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended from time to time.
- k) A Contractor that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, sections 42 U.S.C. 300x-21 et. seq.

4. Casework Tasks:

- a) Complete an initial contact with each family within one (1) business day after receipt of a referral from FIP or DCF Investigations.
- b) Develop a Service Plan based upon the family's identified needs within five (5) business days of acceptance. The service plan shall be signed, by the Family Support Partner, Lead Family Support Partner, and the parent(s)/caregiver(s).
- c) Conduct face-to-face contacts with the family, at a minimum of two (2) times per week. The number of contacts may be reduced for youth stepping down in the program, as approved by FIP.
- d) Communicate on an on-going basis, with the assigned Case Manager/Child Protective Investigator, in the frequency approved by FIP/DCF, to provide information on the family's progress as well as recommendations on the continued needs of the family.
- e) Participate in scheduled case management staffings; provide up-to-date input.
- f) Complete a weekly written progress report on each child served.
- g) Respond to on-call issues within one (1) hour; response shall be on-site if needed by the family.
- h) Assign a Family Stabilization Specialist to each family served.

- i) Dependent upon the assessed needs of each family, the Family Stabilization Specialist shall provide or link the family to services related to:
 - Behavior Management
 - Crisis Management
 - Safety Planning
 - Parenting Classes
 - Direct and Supportive Teaching
 - Extended Family Support
 - Individual, Family, Sibling, and Couples Therapy
 - Lapse/Relapse Prevention for Substance Abuse
 - Supervised Visitation in preparation for reunification
 - Community Support and Advocacy
 - Advocacy in area schools
 - Employability Skills Training
- j) Through coordination with FIP, help families by accessing flex funds to assist in meeting their needs for food, clothing, housing, transportation, or other needs as identified.
- k) Attend any and all court proceedings pertaining to the child and family during the time the child is receiving services from the Contractor.
- l) Conduct a closure meeting at the conclusion of services to determine if there are any further service needs regarding the family; and to discuss prognosis, level of services, and recommendations for future service need for the family.
- m) Complete a closure summary within five (5) business days of case closure. Each service or task shall be clearly identified with the family's compliance status, names of referrals provided, links to services, as well as the Contractor's efforts to assist with compliance.

5. Youth Behavioral Specialist Tasks:

- a) Ensure all case activity is documented in Florida Safe Family Network (FSFN) within two business days.
- b) Youth Behavioral Specialist shall complete an initial functional assessment within five (5) business days of case assignment.
- c) Youth Behavioral Specialist shall complete a Behavior Plan within five (5) business days of the completion of the initial functional assessment.
- d) Youth Behavioral Specialist shall complete weekly progress notes.
- e) Youth Behavioral Specialist shall use a behavior tracker throughout service period.
- f) Youth Behavioral Specialist shall complete a post functional assessment within five (5) business days of case closure.
- g) Youth Behavioral Specialist shall upload all documents related to the case into the FSFN.

6. Staffing – the staffing positions described below shall be hired, and maintained to deliver the required contract services:

- a) Program Director: responsible and accountable for the daily operations and operational performance of the Family Stabilization Unit. This position is responsible for the overall management of the programmatic, administrative, financial, legal compliance, and operational systems related to the provision of care and services. Duties include provision of regular and timely reports regarding operations, services, and finances; establishing a respectful and supportive workplace environment. Minimum qualifications for this position are a master's degree in social work or a related area of study from an accredited college or university, and at least two (2) years of experience in human services or child welfare programs, or a bachelor's degree in social work or a related area of study from an accredited college or university and four (4) years of experience in human services or child welfare programs, or doctorate degree in social work or a related area of study from an accredited college or university.
- b) Lead Family Support Partner: provides overlay services to child welfare case management by providing intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children. Minimum qualifications for this position are a master's degree in social work or a related field of study from an accredited college or university, and at least two (2) years of experience working in the social work field. Must possess a valid Florida Driver's License and auto insurance. Must be available to work evening and occasional weekend hours, and to be on-call as needed.
- c) Family Support Partner: provides overlay services to child welfare case management by providing intensive

therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children. Minimum qualifications for this position are a master's degree in social work or a related field of study from an accredited college or university, and at least two (2) years of experience working in the social work field. Must possess a valid Florida Driver's License and auto insurance, and be available to work evening and occasional weekend hours, and to be on-call as needed.

- d) Youth and Family Advocate: provides support, guidance, mentoring, advocacy, and psychoeducational services to the youth in the program. The primary goal is to successfully engage and connect with adolescents. Minimum qualifications for this position are a high school diploma or equivalent, and must possess a valid Florida Driver's License and auto insurance. Must be available to work evening and occasional weekend hours, and to be on-call as needed.
- e) Family Support Coordinator: provides administrative support to ensure efficient operation of the office. Supports the team through a variety of tasks related to organization and communication. Minimum qualifications for this position are a high school diploma or equivalent, and one year of general clinical experience preferably in human or social service setting.
- f) Youth Behavior Specialist: provides intensive in-home therapeutic services that promote placement stabilization and/or support caregivers in reunification with their children. Minimum qualifications for this position are a master's degree in social work, applied behavior analysis or a related area of study from an accredited college or university, a minimum of two years of experience working in the social work field required; experience with the juvenile justice or behavioral health systems preferred. Minimum of two years of employment history in mental/behavioral health or applied behavioral analysis with crisis experience is required. Must have experience navigating the child welfare system and training, coaching and/or serving, as a mentor to other families. Necessary attributes include clinical skills, interpersonal/communication skills, ability to work with adolescents, and ability to establish a mutually respectful relationship, in which the youth is a full partner, empowered to solve their own problems. Experience is required working with diverse populations and collaborating with a wide range of service providers; organizational skills with regard to writing case notes, data entry and case management; must be an adult role model with the ability to effectively set limits and maintain clear and professional boundaries, quickly build rapport, and function in crisis-oriented and high stress situations.

7. Staffing Changes:

- a) The Program Director (or designee) shall notify FIP, in writing, within five (5) calendar days of any staff changes or vacant position.
- b) The Contractor shall fill vacant positions within thirty (30) calendar days of availability and document all efforts. Any position paid through this contract that remains vacant for more than thirty (30) consecutive days, the rate of payment for services may be reduced by the prorated share of funds allocated to that vacant position beginning on the thirty-first (31st) day following the day the position became vacant. This adjustment will remain in effect until a replacement is hired and working and will not require an amendment to initiate or terminate such reductions in the monthly payment. If the Contractor loses staff to the extent that services as defined in the resulting contract are not being performed, the resulting contract may be renegotiated.

8. Prohibition of use of Subcontractors: the Contractor is not allowed to subcontract for the provision of any services.

9. Service Delivery:

- a) Services shall primarily be delivered in the home of the families served. The services may be coordinated from the Contractor's administrative office.
- b) The Contractor's administrative office shall be open from 8:00 AM to 5:00 PM Monday through Friday, with the exception of Contractor-recognized holidays. The Contractor shall make flexible hours available to meet the families' needs.
- c) Services shall be available twenty-four hours a day, seven days a week, for family emergencies and acceptance of referrals.
- d) In-home services shall be provided at times that are convenient for the families served, except for initial contact after receipt of a referral.

- e) The Contractor shall notify FIP in writing at least thirty (30) calendar days in advance of any change in the street address, mailing address, fax number, or telephone number of the Contractor's administrative office or service delivery location.
- f) Sufficient equipment to deliver the agreed upon services shall be provided and maintained by the Contractor.

10. Program Records:

- a) A case file or electronic record shall be maintained for each family served, regardless of the outcome at case closure, for a period of six (6) years. The case file shall contain, but is not limited to, the following information:
 - A copy of the Referral Form that documents family eligibility.
 - The dates and times of the referral, acceptance of the referral, initial contact with the family in their home.
 - A copy of the Initial Assessment.
 - A log of contacts documenting the date, type of contact, and name of person contacted for all telephone, in-person, and collateral contacts.
 - Progress notes that include but are not limited to, the date of referral, date of initial contact, contact summaries, notes, correspondence, psychological and psychiatric diagnosis or evaluation reports, case consultation reports, and a statement of the family's progress or lack of progress on the Service Plan.
 - Verification that goals and objectives have been entered into (FSFN) within the required time frames.
- b) A copy of the Service Plan, with input from the family and the Dependency Case Manager or Child Protective Investigator, which includes but is not limited to:
 - Date of Service Plan completion.
 - Dated signature of parent(s)/ caregiver(s) and Dependency Case Manager /Child Protective Investigator.
 - Specific goals and date of completion for each goal that addresses the reason for referral and assessed needs.
 - Specific objectives that relate to the stated goals.
 - Specific tasks and times frames for completion of tasks that relate to the reason for referral, assessed needs, and stated goals.
 - Updates to include new or changed goals, objectives, and tasks.
 - The specific behaviors that must be exhibited by the parent(s) to ensure the youth's permanency, safety, and well-being.
 - Signature of parent/caregiver, Dependency Case Manager/Child Protective Investigator, and Contractor representative.
- c) A copy of the Closing Summary Report which contains:
 - All family member names, which shall match the information in FSFN.
 - FSFN Identification Number.
 - The date of referral, the date services started, and the date services ended.
 - A statement of the identifying problem(s) and service needs at the time of referral and any subsequently identified needs.
 - Documentation of the services provided, and how the identified services met the goals and objectives stated in the Service Plan.
 - Documentation of the family's progress, or lack of progress, on each goal and objective stated in the Service Plan.
 - Documentation of recommendations and referrals for future case planning and service needs.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Respondents are solely responsible for any and all costs associated with interviews and/or

presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Respondents are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

Respondents must be fully licensed to do business and perform the required Services in the State of Florida and St. Johns County. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Respondent to be deemed non-responsive, and to be removed from further consideration. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal.
2. Must possess, or obtain upon award, a current Local Business Tax Receipt for St. Johns County.
3. Must have a minimum of five (5) years of experience providing similar services to those described in B. Scope of Services above. Proof of minimum experience must be provided within the proposal.

Failure by any Respondent to sufficiently demonstrate material compliance with the minimum qualification requirements stated above, shall result in the Respondent being deemed non-responsible and removed from further consideration.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida

Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

2. In accordance with Florida law, to the extent that Contractor's performance constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the awarded Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the awarded Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County

Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondents must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Respondent Firm held by a County employee or officer.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

The awarded Contractor must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

G. PROPOSAL SUBMITAL INSTRUCTIONS

Respondents must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must use 8 ½"x11" pages, with no less than ½" margins and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Respondents shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2 page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding Respondent's interest in this solicitation.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent firm.

Section 2: Staff Qualifications and Professional Team

Respondent must provide documentation to fully demonstrate the qualifications and capabilities of the Respondent firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Respondent must provide all current licenses and certifications held by the Respondent relative to the specified Services.

Organization Chart – Respondent must provide a Team Org Chart depicting how the firm proposes to establish staff and structure for all the specific tasks.

Project Team – Respondent must provide the Key Personnel who will comprise the project team, and provide description of their qualifications, education and capabilities to perform the Services. Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County.

Certificates of Insurance – Respondent must demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Respondent's ability to obtain the required insurance coverages upon award.

Claims and Litigation History – Respondents shall provide a list of all claims and/or litigation history for the past seven (7) years by completing and submitting **Attachment G**.

Section 3: Related Experience

Respondent must provide documentation to demonstrate all experience in the performance of services comparable to those specified in B. Scope of Services during the past five (5) years. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of contact with agency with contact information (i.e. name, title, email address, phone number).

Section 4: Approach / Methodology

Respondent must provide a written narrative detailing the Respondent's proposed approach and methodology for performing the required services as specified in B. Scope of Services and meeting the objective(s) of the County. The

narrative must provide details related to the strategies and processes to be utilized for the various aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Respondent intends to perform.

Section 5: Pricing

Proposer shall submit, on Attachment "A" Proposer's Rate Sheet, all proposed hourly rates.

Section 6: Local Preference

Respondents must complete and submit **Attachment E**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent.

Section 7: Administrative Information

Respondents shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Respondent who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to evaluation of Proposals. Only those Proposals from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals, individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein. County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the County prior to making any recommendation for award, or moving forward with negotiations.

In the event the Evaluation Committee determines that interviews and/or presentations from a shortlist of Respondents is necessary in order to make a recommendation for award, such determination shall be communicated to the Respondents with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Respondent, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

Evaluation Criteria:

Maximum Possible Points per Evaluator:

A. Staff Qualifications & Professional Team	30
B. Related Experience	30
C. Approach/Methodology	30
D. Pricing	15
E. Local Preference	10
Total Points Possible:	115

F. Interviews/Presentations – Shortlisted Firms (If Applicable)	25
Total Points Possible:	140

K. FORMULA FOR EVALUATION OF PRICING:

The County will calculate an average hourly rate for each Proposer, using all of the proposed hourly rates submitted on **Attachment A**. Proposals shall be scored based on a pro-rata distribution of points according to the average hourly rate for each Proposer. The Proposer with the lowest average proposed base rate shall receive the maximum points possible, and all other Proposers shall receive a score based on the formula provided below.

Vendor	Average Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$50.00	100	X	15	=	15
B	\$60.00	83*	X	15	=	12
C	\$80.00	63**	X	15	=	9

* Vendor B’s percentage is $\$50.00 \div \$60.00 = 83\%$
 ** Vendor C’s percentage is $\$50.00 \div \$80.00 = 63\%$
 *** Weighted Score shall be rounded to nearest whole number

L. FORMULA FOR EVALUATION OF LOCAL PREFERENCE:

Evidence of Respondent’s qualification as a Local Business in accordance with Section 16.3.1, SJC Purchasing Procedure Manual. Respondents that meet all qualification criteria as a local business shall receive 10 points. Respondents that do not meet all qualification criteria as a local business shall receive 0 points.

M. SHORTLIST PRESENTATIONS/INTERVIEWS

Upon evaluation of Proposals, the Evaluation Committee shall determine whether or not presentations or interviews are needed from a shortlist of Respondents in order to make a final recommendation. In the event presentations/interviews are determined to be necessary, a shortlist of Respondents will be identified. The makeup of the presentations/interviews will be provided to the shortlisted Respondents after the initial evaluation meeting. The score for presentations/interviews shall be added to the score for the Proposals, to determine the total score and ranking of the shortlisted Respondents.

N. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent to Award will be issued, expressing the County’s intent to negotiate and award a Contract.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

In the event the negotiated costs for the Services exceed \$500,000, the negotiated Contract shall be presented to the Board of County Commissioners ("Board") for approval to execute.

O. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select one individual or firm through the evaluation process and to negotiate and execute a contract, upon successful negotiations, for performance of the required Services. It is anticipated the County will issue a professional services contract on a form provided by the County.

The term of the awarded Contract shall be determined upon negotiations between the selected Respondent and the County.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFP, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, the Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

D. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Contractor. In the event of the Contractor's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Contractor is in default, and the amount of time provided to the Contractor to cure such default. If the Contractor fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

F. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

G. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of

in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

H. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

PART V: ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFP 1596; FAMILY STABILIZATION SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**RFP 1596; FAMILY STABILIZATION SERVICES
ATTACHMENT "A"
ANNUAL RATE**

Each Respondent shall submit their proposed annual rate for providing all labor, materials, equipment, expertise, and support necessary to complete all tasks identified in B. Scope of Services of this RFP document.

Annual Rate \$ _____

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFP documents for RFP 23-39; MITIGATION CONSULTING SERVICES.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 1596; FAMILY STABILIZATION SERVICES

**ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP 1596; FAMILY STABILIZATION SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Respondent: _____

Authorized Representative(s):

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

RFP 1596; FAMILY STABILIZATION SERVICES

**ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "E"
LOCAL PREFERENCE

Respondents must complete and submit **Attachment E**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment G.

Any Respondent submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Respondent has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Respondent’s principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all work under the awarded Contract, or must have a minimum of fifty percent (50%) of all work performed by qualified local businesses as sub-contractors.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all work shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Printed Name & Title

Date of Signature

Date of Signature

RFP 1596; FAMILY STABILIZATION SERVICES

ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP NO: 1596 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFP 1596; FAMILY STABILIZATION SERVICES

**ATTACHMENT "G"
CLAIMS AND LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subContractor) or been sued by or had a formal claim filed by an owner, subContractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a project or contract, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No ____
If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages


1. Has a project owner ever issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes ____ No ____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	RFP 1596
RFP TITLE:	FAMILY STABILIZATION SERVICES
DUE DATE/TIME:	Thursday, January 25, 2024 No Later Than 4:00 PM EST
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



ADDENDUM #1

January 18, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFP NO. 1596; Family Stabilization Services

This Addendum #1 is issued to further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

1. Is there an anticipated number of families to be served each year? Or alternatively, data on how many youths are dually involved, and/or are removed each year due to allegations of abuse, neglect, or abandonment?

Answer: It is anticipated that less than 30 families will be served per year.

2. Page 8 of RFP 1596, number 4 (h) states each family will have a Family Stabilization Specialist. Is that separate from the staffing pattern proposed or in addition to the Family Support Partners?

Answer: The Family Stabilization Specialist position is interchangeable with (not in addition to) the position of Family Support Partner.

SUBMITTAL DEADLINE FOR PROPOSALS: Thursday January 25, 2024 by or before 4:00 PM

Acknowledgment:

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1