



**Request for Proposal #01-2010
For
Relative/Non-Relative Support Services**

Proposal Release Date: January 15, 2010
Proposal Due Date: February 5, 2010 by Noon
@

Hillsborough Kids, Inc.
9309 N. Florida Ave. Suite 107
Tampa, Florida 33612

Jeff Rainey, Chief Executive Officer

Complete RFP available on our website –
www.hillsboroughkids.org

For further information, please contact:

Harry Ramphal,
Contract Manager
9309 N. Florida Ave. Suite 107
Tampa, FL 33612
(813) 225-1105 Ext. 1118
(813) 226-0661 Facsimile
harry.ramphal@hillsboroughkids.org

TABLE OF CONTENTS

I.	Introduction.....	3
II.	General Solicitation Information	5
III.	Programmatic Design Hillsborough Kids System of Care	9
IV.	Financial Specifications	10
V.	Instructions for Proposal Preparation.....	11
VI.	Evaluation Process	14
APPENDIX A	Proposal Summary Form	16
APPENDIX B	Required Offerors Statements & Certifications	18
APPENDIX C	Fatal Criteria	24
APPENDIX D	Detailed Budget Format.....	27
APPENDIX E	Information System Requirements	27
APPENDIX F	RFP Evaluation Sheet	28
APPENDIX G	HKI RFP Protest Process	30
APPENDIX H	HKI Standard Contract Template	34

I. INTRODUCTION

A. Purpose

Hillsborough Kids, Inc. (HKI) issues this Request for Proposals (RFP) seeking a qualified Respondent interested in providing professional or paraprofessional services to support and strengthen families with children.

It is the intent of HKI to contract with an entity with a proven reputation for producing positive, evidence-based outcomes for children and families, which can provide an array of services and/or referrals to relative and non-relative caregivers, including training, financial and legal assistance, respite care, mental and behavioral health services, affordable housing, educational support, system navigation and other community resources, supports, and interventions, as needed. Through the implementation of early service provision, the program must provide for the long-term stabilization of placements of children being cared for by relatives or non-relatives. The targeted population for this program is non-relative and relative caregivers caring for youth ages 0-17, who have been the subject of a report of abuse, abandonment, or neglect and placed in their care.

The prospective Respondent must provide relative and non-relative caregivers with the services, training, and other supports necessary to successfully establish and maintain the long-term placement of children in their care. The scope of services should include work in partnership with HKI and its subcontracted service providers, children's relative and non-relative caregivers, the Judicial System, the Guardian ad Litem Program and children's biological parents or other legal custodians, as appropriate. The paramount goal of this service is the safety and well being of children. Services must be available 24 hours, 7 days a week, including a crisis management plan. An eligible program design will initially serve one hundred (100) families during the first calendar year.

HKI will negotiate a contract with the successful Respondent. Minimal start-up funding may be available in association with this procurement; however, a transition budget may be negotiated. A start-up plan for full operations will be mutually developed between HKI and the successful Respondent. The start-up plan will be completed after the period for appeal of the award notice has expired and prior to execution of the contract. Start-up time will have an aggressive timeline of ninety (90) days from execution of the start-up plan to the implementation of fully operational services.

B. Definitions:

1. **Application.** A proposal by an organization that seeks to become a community-based care provider of the services outlined in this RFP.
2. **Family Centered Best Practices.** Research based and verified methodologies that address service strategies with conclusive, expected outcomes in the provision of the services.

3. **Cultural Competence.** A set of congruent behaviors, attitudes, and policies that allows professionals and others to work effectively in situations involving different cultural aspects, including linguistic differences.
4. **Department.** The Florida Department of Children and Families.
5. **Early Service Intervention.** The engagement of an agency service counselor (voluntary family services, protective supervision, foster care or adoption) prior to completion of the investigation, classification and disposition of the report to provide necessary services to the family.
6. **Fiscal Year.** The period from July 1 to June 30.
7. **Lead Agency.** A non-profit community-based entity or collaborative partnership under contract with the Department to provide foster care and related services along a seamless continuum of care for children who have been abused, abandoned or neglected and their families as required in s. 409.1671, Fla. Stat. (2009)
8. **Master Agreement.** As used herein, the term Master Agreement refers to those agreements between HKI and the Department whereby HKI agrees to provide foster care and related services within Hillsborough County, Florida, pursuant to s. 409.1671, Fla. Stat. (2009).
9. **Outcome.** A measure of the quantified result, impact or benefit of program tasks on the clients, customers or users of the services.
10. **Out-of-Home Care.** The placement of a child in licensed and non-licensed settings, arranged and supervised by the department or contracted service provider, outside of the home of the parent.
11. **Non-relative Caregiver.** A stepparent, prospective parent or any other person who does not meet the definition of a relative and who is not being paid as a licensed foster or shelter parent for purposes of caring for a child in his or her custody.
12. **Respondent.** An entity that applies to become a provider of community-based care services, as defined in this RFP.

II. GENERAL SOLICITATION INFORMATION

A. Eligible Respondents

Unless otherwise disqualified, all entities are invited to submit for consideration an application documenting their qualifications to provide identified services.

B. Respondent Disqualification

Failure to sign the attached “Statements of Assurance” (Exhibit B) will automatically disqualify a Respondent from further consideration as a qualified Respondent.

Failure to have performed any previous contractual obligations with HKI or the State of Florida (State) in a manner satisfactory to HKI or the Department may be sufficient cause for disqualification. To be disqualified as a Respondent under this provision, the Respondent must have: 1) previously failed to satisfactorily perform in a contract with HKI or the Department, been notified by HKI or the Department of unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of HKI or the Department; or 2) had a contract terminated by HKI or the Department.

Per Department requirements, HKI shall not subcontract child welfare services with any person or entity which:

- is or has been barred, suspended or otherwise prohibited from doing business with any government entity within the last five years;
- is under investigation or indictment for criminal conduct or has been convicted of any crime which would adversely reflect on his/her/its ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his/her/its ability to properly handle public funds;
- is currently involved, or has been involved within the last five years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a Federal entity proving funds to the department.

C. Communication

1. HKI Sole Contact

The sole contact point for all communication regarding this RFP is:

Harry Ramphal,
Contract Manager
9309 N. Florida Ave. Suite 107
Tampa, FL 33612
(813) 225-1105 Ext. 1118
(813) 226-0661 Facsimile
harry.ramphal@hillsboroughkids.org

2. Notices

All notices, decisions, intended decisions and responses to inquiries will be

communicated through electronic posting at the following website:

<http://www.hillsboroughkids.org>

It is the prospective Respondent's exclusive responsibility to access any and all updates posted.

3. **Limitations on Contacting HKI**

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

D. Timeline: Schedule of Events and Deadlines

EVENT	DATE AND TIME*
Request for Proposal Released	Close of Business 01/19/2010
Last Day to Submit Inquiries per Section II.E.	Close of Business 01/29/2010
Sealed Proposals due to HKI	Noon 02/08/2010
Anticipated Meetings of Evaluation Team	02/11/2010
Anticipated Posting of Intended Award	02/12/2010 or 02/15/2010
Last Day to file written notice of protest	72 hours after the posting of the notice of decision or intended decision
Anticipated Initiation of Negotiations	02/19/2010
Anticipated Contract Execution Date	03/01/2010

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

E. Inquiries

Inquiries must be submitted in writing to HKI on or before the date specified in Section II.D. Responses to all inquiries which involve clarifications and/or changes to this RFP will be made available to interested parties via electronic posting described in Section II.C. No questions related to this RFP will be accepted after the time specified in Section II.D. **Only written inquiries will be accepted.**

F. Acceptance of Proposal

All proposals, including one (1) original and six (6) full copies, must be received by HKI on or before the date and time and at the designated location set forth in Sections II (C) and II(D) above.

No changes, modifications or additions to the proposals submitted will be accepted by or be binding on HKI after the deadline for submitting proposals has passed. Neither faxed nor electronic submissions shall be accepted.

Proposals not received at either the specified place or by the specified time, or both, will be rejected and returned unopened to the Respondent. HKI will retain one unopened copy for use in the event of a dispute.

HKI reserves the right to reject any and all applications or to waive minor irregularities when to do so would be in the best interest of the delivery of foster care and related services. Minor irregularities are defined as variations from the Request for Proposal terms and conditions that do not adversely impact the delivery of services. At its option, HKI may correct minor irregularities, but is under no obligation to do so whatsoever.

All proposals accepted by HKI are subject to HKI's terms and conditions.

G. Notice of Contract Award

Qualified proposals will be ranked to determine with which Respondent(s) HKI will attempt to negotiate a contract. HKI shall select a review team, which may consist of community members and/or HKI staff, to participate in the ranking process.

Qualified agencies will be ranked based upon the following factors:

- Organizational Capacity, including a proven track record of positive, verified outcomes supported by evidence-based data, and history of successful collaborative relationships;
- Detailed program design and narrative;
- Service description;
- Cost proposal;
- Respondent's ability and/or history in regard to contract compliance (e.g., reporting, outcomes, etc.); and
- Inclusion in the application of signed Statements of Assurance, which are presented in APPENDIX B to this RFP.

HKI will identify prospective Respondents resulting from this RFP solicitation through electronic posting as set forth in Section II.C of this RFP. HKI may also utilize additional methods of notifying Respondents.

HKI staff will initiate contract negotiations with the most qualified Respondent(s), which are determined by the review team to be in the best interest of HKI, after the expiration of the 72-hour posting period if no timely protests are received, or after the resolution of any formal protests received. HKI reserves the right to negotiate with more than one Respondent at a time and need not negotiate with all qualified Respondents. If a contract cannot be negotiated with any of the ranked Respondents who responded to this RFP, HKI shall have the right to issue a new RFP or to otherwise seek additional qualified Respondents.

H. Protests or Disputes

See APPENDIX G regarding the HKI Protest procedure.

I. Resulting Contract Terms

The HKI Standard Contract Template (APPENDIX H) contains additional general contract terms and conditions required by HKI for all contract providers. APPENDIX H, Exhibit A, shall serve as the basis for contract negotiation. Terms and conditions, including performance measures which will be defined based on successful Respondent's response, are subject to change due to departmental or legislative changes. The successful Respondent's reply to this RFP will be incorporated by reference and provide clarification of roles, responsibilities and the mode of service delivery. Any modifications or proposed exceptions to the HKI Standard Contract Template, including exhibits shall be subject to approval by HKI.

J. Cost of Proposal Preparation

HKI is not liable for any costs incurred by a Respondent in responding to this RFP under any circumstances.

K. Contract Reports

The successful Respondent shall complete and submit fiscal and program reports as required by HKI on forms or in a manner approved by HKI. The Respondent shall include a description of the agency's experience at complying with funder's reporting requirements.

L. Contract Term

Respondents should propose a one (1) year project and include a discussion of strategies for securing additional funding that can enhance the Respondent's services by allowing for additional services.

Contracts awarded as a result of this RFP may be renewed, typically in one year increments, for a period that may not exceed the effective date of the Master Agreement between HKI and the Department. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by HKI and shall be subject to a contract with the Department, as well as the availability of funds.

M. Records and Confidentiality

Data files will be provided in an acceptable format. The successful Respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The contract resulting from this RFP will define the responsibilities of the Respondent related to the disposition of records following termination of the contract.

N. Information Technology Resources

All HKI contract providers shall receive written approval from HKI prior to the purchase

or leasing of any Information Technology Resource (ITR) made as a part of any contract resulting from this RFP. For additional detail, refer to APPENDIX D Information System Requirements.

O. Shared Risk/Shared Reward

HKI and its sub-contractors share in both the financial successes and challenges of the project in a collaborative approach. Additionally, contractual changes from time to time with the Department may result in subsequent amendments to sub-contracts by either reducing or increasing the total funding available for the project.

P. General Liability Insurance and Indemnification

All HKI contract providers must agree to the provisions outlined in APPENDIX H, HKI Standard Contract Template.

III. PROGRAMMATIC DESIGN OF THE HKI SYSTEM OF CARE

A. Mission

Our mission statement is based on community and stakeholder input. It is as follows:

To ensure the safety and permanency of abused and neglected children in Hillsborough County by providing comprehensive services that promote strong families.

B. System of Care Design

1. Regulatory Compliance

- a. All services are responsive to and compliant with the requirements of the Adoption and Safe Families Act. General requirements for all programs focus on safety, well-being and permanency through attention to service provision, health care needs, case plans, judicial reviews, in-home protective supervision, out-of-home care, adoption program, independent living services, delinquency, data validation, federal funding requirements, and adoption subsidy.
- b. All services are responsive to and compliant with applicable statutes, rules, administrative code, regulations and HKI Policy and Procedure.

2. General Best Practice Service Requirements

- a. Respondents will address the elements of accepted best practices in meeting the needs of children and families served in the child welfare arena.
- b. Respondents will address ability to handle crisis situations on a 24

hour, 7 days a week schedule, with a response time of no more than 4 hours from initial request.

C. Required Experience

Respondent shall have a proven reputation for providing positive evidence-based outcomes for children and families.

D. Required Outcomes For The HKI System of Care

1. The percentage of children not abused or neglected during services will be at least 95%.
2. Specific outcomes for this RFP will be negotiated within the parameters of the following two service expectations:
 - a. Placement Stabilization
 - b. Response Time

IV. FINANCIAL SPECIFICATIONS

A. Funding Source

This program will be funded by HKI through the use of federal and state funds.

B. Funding Amount

This project is anticipated to have an annualized, fiscal year contract budget of \$400,000, for the services specified in this RFP. The estimated contract budget for the FY 2009-2010 is \$200,000.

C. Allowable Costs

Allowable costs will include those reasonable and necessary costs involved in providing services to families and their children for the prevention of abuse and neglect and those approved community prevention development activities in accordance with the Office of Management and Budget (OMB) Circular A-122. Indirect costs in the HKI system of care are limited to 10% of the negotiated contract amount.

OMB Circulars can be referenced at <http://www.whitehouse.gov/omb/circulars/index.html>

D. Invoicing and Payment

The successful Respondent(s) shall be paid on a fixed price basis not-to-exceed maximum dollar amount.

E. Financial Audits

The contract resulting from this RFP will define the responsibilities of the Respondent for complying with financial audits.

V. INSTRUCTIONS FOR PROPOSAL PREPARATION

A. General Information

The proposal must be typed, doubled-spaced on letter size paper and placed in sealed envelopes, one (1) copy per envelope. The proposal shall include one original and five copies. All proposals must be delivered sealed and clearly marked on the outside of each of the envelopes. Each envelope should state “Hillsborough Kids, Inc., Relative/Non-Relative Caregiver Service RFP #01-2010” and the Respondent’s name and address. Proposals should be addressed to the designated HKI sole contact in Section II.C.

B. Contents of Proposal

A completed application must follow the exact sequence and numbering and consist of the following:

1. Signed Proposal Summary Form (see APPENDIX A)
2. Signed Required Statements & Certifications (see APPENDIX B)
 - a. Acceptance of Contract Terms and Conditions
 - b. Statement of No Involvement
 - c. Proof of Signature Authority
 - d. Conflict of Interest Statement
 - e. Certification of Drug-Free Workplace
 - f. Certification of Board of Directors Approval
 - g. Certification of No Criminal Conduct
 - h. Certification of Corrective Action Plan Implementation
 - i. Certification Regarding Debarment and Suspension Form
 - j. Certification Regarding Lobbying Form
3. Program Narrative (see section C below)
4. Cost Proposal (see section C (3) below)
5. Required Attachments
 - a. Detailed Budget (do we give ours)
 - b. An Organizational Chart/Staffing Pattern
 - c. Job descriptions for key project staff
 - d. Most recent financial audit
 - e. Most recent monitoring report(s) from grantor(s)
 - f. Any Accreditation documents
 - g. Proof/copy of insurance
 - h. Proof/copy of licensure
 - i. Letters of Support (limit to five)

C. Program Narrative

This section must not exceed 5 pages, doubled-spaced, 12-point type, excluding the assurances and required attachments. Information is requested in three (3)

areas: A) organization capacity and collaborative relationships, B) program design and C) Cost Proposal.

1. **Organizational Capacity, Proven Track Record and Collaborative Relationships**

This section should contain a synopsis of the Respondent's organization and collaborative relationships.

- a. A description of how the Respondent describe their commitment to the complex needs of children who cannot be cared for by their own families or in other less restrictive foster care programs. Respondent must describe their proposed approach to the integration of this project and services with the communities' current programs and services, including linkages with existing Community-Based Care services.
- b. The Respondent must provide examples of proven track record with verified outcomes supported through evidence based data for similar services.
- c. A description of the experience of the Respondent's project director (if known) and key project staff, including their qualifications and prior experience with community-based care services/child welfare.

2. **Program Design**

Proposals must include a clear description of the specific multisystem model of services to be provided. It should be clear how the proposed program/services will meet the general task and outcomes described below in Relative/Non-Relative Caregiver Services and help to create or strengthen the continuum of care:

Relative/Non-Relative Caregiver Services

General tasks and outcomes should address the following:

- a. How service delivery will interface with the existing system;
- b. How the proposed system will respond to HKI's general and family centered best practice service requirements by implementing a program designed to assist with the complex needs of relative and non-relative caregivers, while ensuring safety and well being;
- c. How Respondent will implement a crisis response referral system within the program;
- d. How Respondent will address placement disruptions;
- e. How Respondent plans to cultivate and integrate relationships with other community service providers as part of the program;
- f. How Respondent will address cultural diversity within the population to be served, including plans for maintaining cultural

- competence within the relative and non-relative caregiver populations;
- g. How Respondent will assure the timely and effective development and implementation of normalcy plans for youth;
 - h. Methods proposed to address barriers to service delivery, including language, transportation, service delivery schedules and hours of service accessibility to clients;
 - i. Respondent's staffing plan, as well as anticipated ratios related to the number of relative and non-relative caregivers referred;
 - j. Respondent's staff development and training plan, addressing the incorporation of system-wide mandated training, as well as agency-specific training;
 - k. Respondent's quality assurance plan related to service delivery; and
 - l. Description of Respondent's proposed method for participating in and/or completing assessments, surveys and other activities, as appropriate, in order to monitor the effectiveness of the services.

3. **Cost Proposal**

The cost proposal must contain the following:

A. **Financial Capability Statement**

The Respondent should include a statement describing the organization's experience and capacity to:

- 1. Receive and manage contracted funds.
- 2. Seek and receive unrestricted grants and local community support (cash and in-kind) to support current programs.
- 3. Provide fiscal management of current programs, fiscal reporting and oversight.
- 4. Access funds (i.e., through cash reserves, line of credit, etc.) for operating costs in the event advances from HKI are unavailable.

B. **Project Budget Detail**

The Respondent shall submit to HKI for approval a detailed budget that describes allocation methodologies used by the provider to claim costs for this contract. This plan must also include the provider's indirect allocation and rate methodology.

C. **Sample Budget Justification**

The following information is intended to assist in developing budget justifications that will enable reviewers to analyze budget requests in relation to the program selection criteria. See APPENDIX D for Detailed Budget Format. It is presented for the following general budget areas:

1. Salaries and Wages

Provide the following information for each position identified on the budget:

- a. Name
- b. Title
- c. Time Commitment
- d. Duties and responsibilities in relation to the program goals and objectives.

2. Fringe Benefits

Indicate how fringe benefits are calculated as a % of salary dollars and include: FICA, Medicare, workers compensation, retirement, etc. In addition, provide detail of how health insurance and other benefits are calculated.

3. Operating Costs

Use only those categories listed in the Budget Sample Format below. These costs must be directly attributable to the program operations, reasonable and consistent with similar organizations. Questions pertaining to budget categories may be addressed during negotiation.

4. Indirect Costs

These are costs that are normally incurred for common or joint objectives and therefore cannot readily be identified specifically with a particular program activity. Where costs can be identified as benefiting program objectives they should be charged as direct costs, to the corresponding line item. Details of items included in indirect charges must be available and provided upon request. Use of estimates is allowed as long as they are reconciled to actual charges once available. Indirect cost must be less than 10% of the total contracted budget amount.

VI. EVALUATION PROCESS

The Contract Manager for Licensed Care shall review all proposals to ensure they contain all required information (see APPENDIX C - Fatal Criteria). HKI will convene a review team to evaluate and rank all proposals that have been deemed eligible. The review team, using established criteria, will evaluate all proposals that qualify for review. RFP Evaluation Sheets are attached as APPENDIX F.

APPENDIX A PROPOSAL SUMMARY FORM

HKI reserves the right to withdraw this Request for Proposal at any time and by doing so assumes no liability to any prospective Respondent.

Complete Name of Respondent		
Legal Name of Respondent if Different		
Address including City, County, State and Zip Code		
Name and Title of Contact Person		
Phone Number including Area Code		
Vendor Identification Number (Federal Employer Identification Number)		
Fiscal Year End Date (Month and Day only)		
If Applicable, Name and Address of Parent Organization		
Geographic Area Served (Counties)		
Type of Provider:		
	<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Government
	<input type="checkbox"/> Other (Describe) _____	<input type="checkbox"/> For Profit Organization
Medicaid Provider #, if any		
Minority Status	<input type="checkbox"/> Federal Minority Business Enterprise	
	<input type="checkbox"/> State Certified MBE	<input type="checkbox"/> African American
		<input type="checkbox"/> Hispanic
		<input type="checkbox"/> Asian/Hawaiian
		<input type="checkbox"/> Native American
		<input type="checkbox"/> Woman
List of Board of Directors:	Name and Title	State/County of Legal Residence

EXECUTIVE SUMMARY OF THE PROPOSAL

Please complete a one-page summary of the proposal. *This summary must be signed.*

THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX B

REQUIRED OFFERORS STATEMENTS & CERTIFICATIONS

This summary must be signed.

Statements of Assurance

Acceptance of Contract Terms and Conditions	APPENDIX B.1.
Statement of No Involvement	APPENDIX B.2.
Proof of Signature Authority	APPENDIX B.3.
Conflict of Interest Statement	APPENDIX B.4.
Certification of Drug-Free Workplace	APPENDIX B.5.
Certification of Board of Directors Approval	APPENDIX B.6.
Certification of No Criminal Conduct	APPENDIX B.7.
Certification of Corrective Action Plan Implementation	APPENDIX B.8.
Certification Regarding Debarment	
Suspension and Other Responsibility Matters Form	APPENDIX B.9.
Certification Regarding Lobbying Form	APPENDIX B.10.

APPENDIX B (continued)

Required Statements and Certifications

***As described above B.1 through B.8 below are Mandatory Requirements (Fatal Criteria).**

*B.1. Acceptance of Contract Terms and Conditions	
<p>I, _____, as an authorized representative of, _____,</p> <p>do hereby agree that if awarded any contract as a result of the HKI Request for Proposal number <u>01-2010</u>, it will comply with the requirements, terms and conditions stated in the Request for Proposal and in HKI's Standard Contract. In recognition thereof the Respondent's representative has read, understood, and with which it agrees to comply and any intent by the Respondent to deviate from the terms and conditions set forth therein may result, at HKI's exclusive determination, in rejection of the proposal.</p>	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

*B.2. Statement of No Involvement	
<p>I _____, as an authorized representative of, _____, certify that no member of this firm nor any person having interest in this firm has been awarded a contract by HKI on a non-competitive basis to:</p> <ol style="list-style-type: none"> 1. Develop this Request for Proposal, 2. Perform a feasibility study concerning the scope of work contained in this Request for Proposal. 	
Type Name of Authorized Official:	Title:
Signature of Authorized Official:	Date:

APPENDIX B (continued)

Required Statements and Certifications

*B.3. Proof of Signature Authority	
This Request for Proposal shall include proof of signature authority if someone signs the Request for Proposal other than the President or Chairperson of the Board of Directors. This proof shall be one of the following: A written statement by the President or Chairperson of the Board delegating authority to a particular person, a copy of the entity's by-laws reflecting signature authority to a particular position, a copy of the Board of Directors' meeting minutes that shows action to delegate signature authority to a particular person or position. If delegating signature authority, please complete the below and include the above requested document.	
Type Name of President or Chairperson of the Board of Directors:	
Type Title of Person to Whom Signature Authority is Delegated:	
Type Name of Person to Whom Signature Authority is Delegated:	

*B.4. Conflict of Interest Statement (Non-Collusion)	
I hereby certify, that all persons, companies, or parties interested in the Request for Proposal to as principals are named therein, that the Request for Proposal is made without collusion with any other person, persons, company, or parties submitted a proposal; that it is all respect made in good faith; and as the signer of the Request for Proposal, I have full authority to legally bind the offeror to the provisions of this proposal.	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

*B.5. Certification of Drug – Free Workplace Program	
I hereby certify that my agency currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S. and will continue to promote this policy through the implementation of that section.	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

*B.6. Certification of Board of Directors Approval	
I hereby certify that my agency's Board of Directors has given its approval for my agency to enter into negotiations with HKI to provide Foster Care and Related Services in Hillsborough County Counties commencing _____.	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

APPENDIX B (continued)

Required Statements and Certifications

*B.7. Certification of No Criminal Conduct	
<p>I hereby certify, that no persons or companies interested in the Request for Proposal as principals are under investigation or indictment for criminal conduct, nor have they been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds.</p> <p>If there are persons or companies under investigation or indictment for criminal conduct, or have been convicted of any crime as described above, please provide an explanation below.</p>	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:
*B.8. Certification of Corrective Action Plan Implementation	
<p>I hereby certify that all persons, companies, or parties interested in the Request for Proposal as principals have implemented Corrective Action Plans approved by HKI, the Department or any governmental entity, after having received due notice.</p> <p>If there are persons or companies that have failed to implement Corrective Action Plans as described above, please provide an explanation below.</p>	
Type Name of Authorized Representative:	Title:
Signature of Authorized Representative:	Date:

APPENDIX B. 9.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Certifying Official

Signature

Date

Title

Name of Organization

APPENDIX B. 10.

CERTIFICATION REGARDING LOBBYING

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

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

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

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

Name of Certifying Official

Signature

Date

Title

Name of Organization

Address of Organization

*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

APPENDIX C FATAL CRITERIA

**If any of these criteria are not met, the response cannot be considered further.
(Appendix C completed by HKI)**

Respondent's Name (Agency): _____
(Print Name)

Reviewed By (HKI): _____
(Print Name)

Witnessed By (HKI): _____
(Print Name)

The proposal was received by the time and date specified in the RFP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
The proposal includes the Proposal Summary Form and Executive Summary of the Proposal.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
The proposal includes a line item budget with narrative justification.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
A. Statements of Assurance	<input type="checkbox"/> YES	<input type="checkbox"/> NO
1. Acceptance of Contract Terms and Conditions	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. Statement of No Involvement	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3. Proof of Signature Authority	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4. Conflict of Interest Statement	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5. Certification of Drug-Free Workplace	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6. Certification of Board of Directors Approval	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7. Certification of No Criminal Conduct	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8. Certification of Corrective Action Plan Implementation	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9. Certification Regarding Debarment, Suspension, and Other Matters of Responsibility Form	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10. Certification Regarding Lobbying Form	<input type="checkbox"/> YES	<input type="checkbox"/> NO

If any responses are “no”, the proposal is disqualified from further evaluation.

THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX D

DETAILED BUDGET FORMAT

Labor & Benefits

Salaries
Benefits
Full Time Employee (FTE) Count

Direct Cost

Staff Recruitment, Screening, Training
Supplies
Communication
Travel
Equipment Repair & Maintenance
Equipment Rental
Occupancy
Postage & Shipping
Contracted Professional Services

Total Direct Costs

Indirect costs

Each budget item must be detailed including a narrative if appropriate.

Sample format:

Labor & Benefits

Salaries

Position Name	Position Number	Gross Annual Salary	% Funded	Total
---------------	-----------------	---------------------	----------	-------

Benefits

FICA
Retirement
Health/Dental/Life Insurance
Workers Compensation
Unemployment Compensation
Long Term Disability

APPENDIX E

INFORMATION SYSTEM REQUIREMENTS

Compatibility and Access

HKI presently maintains information in the Department Florida Safe Family Network (FSFN) information system. The provider must enter data into and retrieve data from these applicable systems. In accordance with Florida Statutes, Florida Administrative Code and Department standards and procedures, the provider shall be required to exercise due diligence to ensure and maintain the accuracy, timeliness, and appropriate levels of security of information entered into, or retrieved from, these systems. It is expressly understood that the provider's violation of Chapter 119, F.S. or any associated Florida Administrative Code and Department standards and procedures (SFOP) may constitute sufficient grounds for a determination that the contract has been breached.

In the event the provider purchases, develops or maintains its own electronic information systems to support services provided through this contract, HKI must have access to all information necessary to audit and examine such information in its native format, using access devices (terminals, personal computers or other devices required) made available for this purpose by the provider. The provider must provide the Department's representatives with the necessary system user accounts and passwords to access all information related to this contract which may be stored in the provider's systems. HKI may require the provider to accurately complete a self-audit questionnaire relating to the electronic information systems used by the provider and any sub-contractors or affiliates participating under this contract. Material security violations or improper information disclosures, if found, shall constitute sufficient grounds for a determination that the contract has been breached.

The provider shall comply with any naming conventions, security requirements or other specifications relating to any connection it may be allowed to make to the Department's electronic information systems. The provider's own systems and premises shall be subject to inspection by the Department's representatives at any time to verify compliance with security requirements. Any data communications involving department may also be monitored by the Department or HKI security or systems personnel for compliance with these requirements or misuse of the systems.

Security

The provider shall comply with all applicable laws and procedures pertaining to security and confidentiality.

In the event that the provider is allowed to electronically connect to any of HKI's or the Department's facilities, HKI or the Department may suspend or revoke that connection at any time if HKI has reason to believe that the security of HKI's or the Department's systems may be compromised by a continuation of that connection.

APPENDIX F RFP EVALUATION SHEET

Name of Respondent Organization: _____ Contact: _____

Evaluator Name: _____ Total Amount Requested: \$ _____

CONTRACT MANAGER REVIEW:

	YES	NO	COMMENTS
1. Fatal Criteria have been met			
2. Most recent agency audit is included			
3. Organizational Chart included			
4. Job descriptions for key project staff included			
5. Program narrative			
5a Program design			
5b Organizational Capacity and Proven Track Record			
5c Collaborative relationships			
5d Cost proposal (Detailed Budget)			
6. Most recent agency monitoring(s) included			
7. Accreditation documents included			
8. Respondent is in good standing with HKI and State of Florida			
9. Respondent has included letters of support			
10. Respondent signed Statements and Certifications (APPENDIX B)			

Evaluation Team Referral

Contract Manager Signature

Date

Yes

No

Contract Manager Name

**APPENDIX F (continued)
RFP EVALUATION SHEET**

Rating Scale Summary*

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

Evaluator Rating Summary:

**Sub-total
Score:**

**Maximum
Score:**

Comments

Organizational Capacity and Collaborative Relationships:

- Does Respondent demonstrate and propose sufficient organizational structure and staffing capacity to meet program outcomes?
- Does Respondent have a proven track record & evidence based outcomes of providing similar services?
- Does Respondent have a history of collaborating with and utilizing other community providers?

3

Program Design – Narrative:

- How will this program add value to the System of care, i.e. has the Respondent clearly articulated how services will be provided to stabilized placement, how families will be assessed and linked, and how services will be monitored and evaluated to ensure quality?
- All general tasks outlined under Section C. Program Narrative Family and Community Home-based services. A-L should be addressed.

3

Service Description:

Has the Respondent clearly defined the service array to be provided and the scope?

3

Cost Proposal:

Has the Respondent proposed an efficient budget demonstrating how funds will be allocated to maximize service array?

3

History of Compliance:

Has Respondent clearly demonstrated an ability to meet previous contract measures and outcomes?

3

Total:

15

Verification of Ratings - I certify that the final ratings are correct.

Contract Manager Signature

*Scoring is 0-3 unless otherwise indicated. Where 0 or 1 is listed as the scoring option, 0 = the criteria has not been demonstrated, 1 = the criteria is supported in the documentation

APPENDIX G

HKI RFP PROTEST PROCESS

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

1. Issues Causing Protest. Any person who or agency that has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a written notice of protest with the HKI contact person listed in the solicitation document within 72 hours after the posting of the solicitation or of the notice of HKI's decision or intended decision. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**
2. Filing the Protest. Any person who or agency that has been adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours after the posting of the notice of solicitation or decision or intended decision. When filing the protest the following requirements must be adhered to:
 - a. In the computation of the 72 hour time frame for filing of a protest, Saturdays, Sundays and state holidays are excluded. Failure to timely file a notice of intent to protest shall constitute a waiver of protest proceedings.
 - b. A formal protest must be filed with the HKI contact person after filing the notice of intent to protest. The formal protest must be:
 - (1) In writing; and,
 - (2) Filed within ten (10) days after filing of the notice of protest.
 - (a) No time will be added to the above time limits for mail service.
 - (b) The 10 day period includes Saturdays, Sundays, and state holidays.
 - (c) If the last day of the 10 day period is a Saturday, Sunday, or state holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday.
 - (d) Failure to file a protest within the time prescribed shall constitute a waiver of protest proceedings; and
 - (3) In substantially the same form as a petition in accordance with Rule 28-110.004, Florida Administrative Code (F.A.C.), stating with particularity the facts and law upon which the protest is based.

- (4) Accompanied by a bond payable to HKI as described in Paragraph 3. at the time of filing the formal written protest.
 - (a) In lieu of a bond, a cashier's check, official bank check, or money order in the amount of the bond may be submitted to the HKI contact person.
 - (b) Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

3. Posting Bond for Protest Filed. Any person who or agency that files an action protesting a decision or intended decision pertaining to contracts administered by HKI must comply with the following requirements.

- a. When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of HKI's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, HKI shall estimate the contract amount based on factors including, but not limited to, the following:
 - (1) The price of previous or existing contracts for similar or contractual services.
 - (2) The amount appropriated for the contract.
 - (3) The fair market value of similar contractual services.
- b. HKI shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in any subsequent hearing in which action is brought and in any subsequent appellate court proceeding.
- c. In lieu of a bond HKI may accept a cashiers check, official bank check, or money order in the amount of the bond.
- d. The official hours of office operation for receipt of an intent to protest and/or a petition and bond are 8:30 AM to 4:30 PM local time. Upon receipt of the formal written notice of protest, the HKI contact person must secure the bond, cashier's check, official bank check or money order until resolution of the protest.
- e. See Paragraph 6.c. for procedures for disposition of the bond after the completion of any hearing process and appellate court proceedings.

4. Content of Formal Written Notice of Protest. The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:
- a. The name and address of the HKI contact person with whom the protest will be filed;
 - b. The name and address of the person or agency filing the protest and an explanation of how his/its substantial interests have been affected by the solicitation or by HKI's notice of intended or actual contract award;
 - c. A statement of how and when the person or agency filing the protest received notice of the solicitation or notice of HKI's intended or actual contract award;
 - d. With particularity, the facts and law upon which the protest is based;
 - e. A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
 - f. A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the person or firm filing the protest to relief;
 - g. A demand for relief to which the person or agency deems himself/itself entitled; and,
 - h. Any other information which the person or agency contends is material.

5. HKI's Response to Protest.

- a. Upon receipt of a formal written notice of protest, the solicitation process or contract award process must be stopped until the protest is resolved. Upon receipt of a protest, the HKI Director of Contracts shall immediately consult the appropriate legal counsel. With legal counsel, the HKI President/Chief Executive Officer must determine whether or not to accept or reject the protest.
- b. HKI President/Chief Executive Officer, if it is deemed necessary, may set forth in writing, particular facts and circumstances which may require continuance of the solicitation processes or the contract award process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to public health, safety, or welfare. This written determination will specifically detail the facts underlying the decision and will constitute final agency action. In such circumstances, HKI shall use its procurement policy for processing emergency procurements due to disputes.

6. Resolution of the Protest.

- a. Upon receipt of the intent to protest or formal written notice of protest, the HKI Director of Contracts may work with the protestor to resolve the protest by mutual agreement on an informal basis. The HKI Director of Contracts will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement. The seven (7) days will exclude Saturdays, Sundays, and state holidays.
- b. If the protest is not resolved by mutual agreement within seven (7) days (excluding Saturdays, Sundays, and state holidays) of receipt of the formal written protest, the formal written protest shall be referred to a hearing officer who shall conduct further proceedings.
- c. Upon completion of the hearing process and any appellate court proceedings the disposition of the bond shall be as follows: If HKI prevails, it shall recover all costs and charges that shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting, the bond shall be returned to him. If the person or agency protesting the award prevails, he or it shall recover from HKI all costs and charges that shall be included in the final order or judgment, excluding attorney's fees.

**APPENDIX H
HKI STANDARD CONTRACT TEMPLATE**



SUBCONTRACT FOR

THIS SUBCONTRACT is entered into by and between **Hillsborough Kids, Inc.** (“HKI”), a Florida not-for-profit corporation, and _____, a **(for profit or not-for-profit) corporation** (“Provider”) (both HKI and Provider being collectively referred to as the “Parties”), and WITNESSETH that the Parties agree as follows:

RECITALS

- A HKI provides foster care and related services within Hillsborough County, Florida, pursuant to its contract with the Florida Department of Children and Families (“Department”), entered into pursuant to Section 409.1671(1)(a), Florida Statutes.
- B HKI is the lead community-based care lead agency provider as defined in §409.1671(1)(b), Fla. Stat. (2008).
- C Provider is appropriately licensed, if required, and is qualified to provide certain services in the field of child welfare under the laws of the State of Florida.
- D Under the terms and conditions set forth herein, HKI desires to retain Provider to furnish services and Provider desires to furnish services.
- E HKI has received all necessary approvals, if required, from the Department to enter into this Subcontract.
- F Provider has reviewed the terms of this Subcontract, including all documents attached hereto and referenced herein, and fully understands all this is required of it under this Subcontract.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained below, it is agreed as follows:

- 1 Subcontract Number. This Subcontract shall be hereafter designated **HKIH** _____ for tracking and reference purposes.
- 2 Recitals. The parties agree that the Recitals are true and correct.
- 3 Term and Option to Renew. This Subcontract shall take effect on **July 1, 2009**, or the date on which the Subcontract has been signed by the last party required to sign it, whichever is later. It shall terminate at midnight, local time, in Hillsborough County, Florida on **June 30, 2010**. At the conclusion of the initial term, HKI shall have the option to renew the Subcontract, upon the same terms and conditions, for an additional twelve (12) month period. Should HKI elect to renew the

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

Subcontract, HKI will notify Provider of its intent to exercise the renewal option no later than ninety (90) days prior to the expiration of the initial term.

- 4 Master Agreement. This Subcontract incorporates by reference all provisions of the Master Agreement entered into by HKI and the Department, and identified by the Department as “QJ700R,” including all exhibits, attachments, schedules, amendments, (“Master Agreement”). Provider has reviewed or has been provided the opportunity to review the Master Agreement, and agrees to provide the services described on Exhibit A hereto in the same manner and to the same extent as HKI is bound by the Master Agreement. To the extent that provisions of this Subcontract directly conflict with provisions of the Master Agreement, the provision of the Master Agreement shall control. No conflict shall be construed to the extent that the provisions of this Subcontract impose obligations in addition to those contained within the Master Agreement.

- 5 Performance of Services by Provider. Provider is retained to perform services for HKI, pursuant to this Subcontract, and as more specifically described in “Exhibit A,” which is incorporated herein by reference. Provider shall devote sufficient time and attention to providing high quality, efficient, and economical services, in accordance with the terms and descriptions set forth herein, as well as all applicable state and federal law.

- 6 Determination of Qualification of Client Eligibility. HKI shall make the final determination as to client eligibility for Services, pursuant to the eligibility criteria outlined in the Master Agreement.

- 7 Public Trust. Provider understands that performance under this Subcontract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates Provider to perform its obligations while upholding the very highest standards of ethical and moral conduct.

- 8 Provider Qualifications.
 - a. Provider shall have all necessary and appropriate licenses and certifications to perform its obligations under this Subcontract.

 - b. Provider shall ensure that all employees meet the background screening requirements of Section 409.175 and Chapter 435, Florida Statutes, as well as Chapter 65C-15, Florida Administrative Code.

 - c. Provider shall be accredited by a national accrediting agency, or shall be undergoing the accreditation process, if such accreditation is required by state or federal law.

- 9 Performance Standards. To the extent applicable, Provider will comply with all HKI policies and procedures, whether now in force or hereafter adopted or amended, which relate to the Services. Additionally, Provider shall comply with the Department’s policies, rules, regulations, and governance documents, whether now in force or hereafter adopted or amended, which relate to Services. Without limiting the foregoing, Provider shall be responsible for complying with all requirements of the following:
 - a. HKI System of Care Policy and Procedures;

 - b. All applicable Children and Families Operating Procedures (“CFOPs”);

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

c. All applicable laws, rules and regulations.

- 10 Monitoring. Provider will permit persons duly authorized by HKI to inspect and copy any records, papers, documents, facilities, goods and services of the Provider that are relevant to this Subcontract, and to interview any clients, employees and subcontractor employees of the Provider to assure HKI of the satisfactory performance of the terms and conditions of this Subcontract. Following such review, HKI will deliver to the Provider a report of its findings and request for development, by the Provider, of a Performance Improvement Plan, as appropriate. Provider hereby agrees to timely remedy all deficiencies identified in any such Performance Improvement Plan.
- 11 Quality Assurance. Provider will maintain a proactive quality assurance protocol to ensure that Provider not only meets the performance standards herein, but also that clients are provided the highest quality services possible. To this end, Provider will follow applicable law and procedure, in addition to employing best practices.
- 12 Adequate Coverage. Provider shall furnish services in a manner sufficient to meet the needs of HKI, as may reasonably be determined from time-to-time in order to fulfill the requirements of the Master Agreement and this Subcontract.
- 13 Non-Discrimination in Service Provision. Provider agrees not to differentiate or discriminate in the access to, treatment of, or quality of the Services to Qualified Individuals on the basis of race, color, national origin, sex, age, religion, ancestry, marital status, sexual orientation, place of residence, health status, disability, or source of payment and to provide the Services to Qualified Individuals in the same manner, with the same standards.
- 14 Sponsorship. As required by Section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and the State of Florida and Hillsborough Kids, Inc." If the sponsorship reference is in written material, the words "State of Florida and Hillsborough Kids, Inc." shall appear in the same size letters or type as the name of the organization.
- 15 Publicity. Without limitation, the Provider will not, without HKI's prior, written consent in each instance, use in advertising, publicity or any other promotional endeavor any HKI logo or mark, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by HKI, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.
- 16 Record Keeping. Provider shall maintain such records, reports, claims, and other correspondence, and such supporting documentation, which may be necessary to verify the amounts, recipients, and uses of all disbursements of funds paid to Provider by HKI under this Subcontract. Upon request, Provider shall provide copies of the documentation to HKI or the Department, and shall cooperate with the review of such documentation for quality assurance and other legitimate purposes. Additionally, at all reasonable times, for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 C.F.R. pts. 92 and 74, 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 they are kept.

**APPENDIX H
HKI STANDARD CONTRACT TEMPLATE**

- 17 Periodic Reports and Request for Information. The list of the reports to be completed and provided by Provider is attached hereto as "Exhibit B." The time frames for submission of said reports are specified in "Exhibit A." The Provider shall provide performance information or reports, in addition to those periodic reports otherwise required by this Subcontract, at the request of HKI. Such requests by HKI will be made by HKI with due consideration of workload and costs associated with the development or delivery of the requested information or reports.
- 18 Confidentiality. Each party shall comply with all confidentiality and non-disclosure requirements under applicable laws, rules, or regulations.
- 19 Cooperation. Provider and HKI will work in a cooperative and coordinated manner to ensure that services are provided in a manner consistent with the reasonable expectations of the Department and the Qualified Individuals receiving services.
- 20 Invoicing. Periodic invoices will be submitted by Provider to HKI in a timely manner, pursuant to the terms and conditions more specifically set forth in "Exhibit A."
- 21 Payment Contingencies. Provider acknowledges and agrees that payment of compensation by HKI, as set forth in "Exhibit A," is expressly contingent upon HKI's receipt of funds due from the Department, pursuant to the Master Agreement. Accordingly, payments by HKI to Provider may be adjusted to reflect any shortfall in HKI's receipt of funds from the Department. HKI shall notify Provider as soon as possible of any such discrepancy.
- 22 Party Representatives.

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

C. The name, address, and telephone number of the HKI Contract Manager for this Subcontract is:

_____, **Contract Manager**

Hillsborough Kids, Inc.

9309 N. Florida Ave., Suite 107

Tampa, Florida 33612 (813) 225-1105

_____**@hillsboroughkids.org**

B. The name of Provider's contact person and street address where financial and administrative records are maintained is:

D. The name, address, and telephone number of the representative of Provider responsible for administration of the program under this Subcontract is:

- 23 Revenue Maximization. To the extent required, based upon the services furnished pursuant to this Subcontract, Provider will comply with revenue maximization requirements including, but not limited to, completion of Case Plans, Judicial Reviews, the mandates of parts IV-A, IV-B, and IV-E

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

of the Social Security Act, 42 U.S.C. §§627, 671 and 672, as well as all requirements related to relative caregiver documentation.

- 24 Overpayment. Provider agrees to return to HKI any overpayments received by Provider, due to unearned funds or funds disallowed pursuant to the terms and conditions of this Subcontract that were disbursed by HKI. In the event that the Provider or its independent auditor discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days of the discovery. In the event that HKI first discovers an overpayment has been made to Provider, the HKI Contract Manager will, by letter, notify Provider of the discovery. The repayment of any such overpayment shall be submitted by Provider to HKI within thirty (30) calendar days of Provider's receipt of notice from HKI. This provision shall survive the termination of this Subcontract.
- 25 Taxes. Provider shall be responsible for payment of all federal and state taxes and withholdings due on amounts paid to its employees for services relating to Provider's services performed hereunder, and HKI shall not be responsible for withholding taxes with respect to Provider's compensation or that of any of Provider's employees.
- 26 Provider's employee hire/change/separation notification process. In order to maintain the integrity and confidentiality of the HKI system of care, any changes to employment status shall be communicated to HKI Management Information Systems (MIS as follows, for those Provider employees who have HKI user access and/or HKI owned equipment:
- a. New Hires. The Provider shall submit a New User Packet to HKI MIS a minimum of one week prior to the start date of any new hire. The New User Packet can be accessed on the HKI intranet at: <http://HKInet/MIS>, folder "Policies and Procedures," sub-folder "New Users."
 - b. Change in Employee Status. The Provider shall email HKI MIS at MIS@hillsboroughkids.org on or before a change in the status of any Provider employee.
 - c. Agency Move. The Provider shall email HKI MIS at MIS@hillsboroughkids.org on or before an employee change of agency within the HKI system of care.
 - d. Termination. The Provider shall email HKI MIS at MIS@hillsboroughkids.org advising of any separation/termination, on or before the separation/termination date. Additionally, the HKI equipment return form shall be completed and submitted to HKI MIS on or before the separation/termination date. This form can be accessed on the HKI intranet at: <http://HKInet/MIS>, folder "Shared Documents."
 - e. Loss or damage to HKI-owned equipment. In the event that HKI furnishes any equipment to Provider for use by Provider's employees, including but not limited to computers, laptops, cell phones, etc., Provider shall be responsible for the repair or replacement of such equipment should it be damaged due to misuse or lost.
- 27 Independent Subcontractor. In all matters relating to this Subcontract, Provider will be acting in all respects as an independent subcontractor under applicable law. Provider is not to be considered an agent or employee of HKI for any purpose. Any reference to "collaboration," "partnership," "coalition," or any similar terms does not create and will not be deemed to create any type of general or limited partnership or any other type of legal relationship between HKI and Provider, it being the intent of the parties that Provider shall be at all times an independent subcontractor. Neither party shall have the authority to enter into contracts binding upon the other or the Department or to create debts or obligations on behalf of the other or upon the Department.

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

- 28 Independent Financial Audit. Annually, Provider shall furnish a copy of their Independent Financial Audit to HKI for the preceding fiscal year, within 180 days of fiscal year end or within 30 days of Provider's receipt, whichever is sooner. Providers that expend \$500,000 or more in Federal awards in a fiscal year shall have a single independent financial audit conducted in accordance with the federal guidelines of the Office of Management Budget OMB A-133.
- 29 Reinvestment of surplus funds. Provider acknowledges that, as a recipient of State and Federal funding, Provider must be accountable for all state and federal resources received under this Subcontract. Accordingly, any balance of unobligated cash (surplus revenue) that has been advanced or paid that is not authorized to be retained for other projects must be refunded. If applicable, Provider agrees to reinvest surplus revenue back into the program and/or services pursuant to HKI's mission. Provider's plan and budget for reinvestment of surplus must be submitted to HKI in advance for approval. Should the term of any previous, current or future Subcontract expire prior to the reinvestment of all surplus revenue, the remaining surplus revenue will continue to be reinvested into the program until all surplus revenue is exhausted. In the event that Provider elects to terminate this Subcontract for convenience, said termination shall be in accordance with the terms of Article 39 and all surplus revenue and/or balances from one-time payments existing at the time of said termination shall be returned to HKI or deducted from the subcontract final payment.
- 30 Third Party Rights. Except for the Department, which shall be deemed to be a third party beneficiary to this Subcontract, this Subcontract is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.
- 31 Insurance. Provider is required to maintain Commercial General Liability insurance, as required by s. 409.1671, F.S., with a limit of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollar (\$3,000,000.00) aggregate, for bodily injury and property damage. Provider is further required to maintain Professional Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence and a Three Million Dollar (\$3,000,000.00) aggregate limit. Both the Commercial General Liability and Professional Liability policies must be on an occurrence basis (claims made would also be acceptable) and contain an endorsement naming "Hillsborough Kids, Inc." as additional insured. Professional Liability Insurance coverage shall also include coverage for Physical and Sexual Abuse, with a minimum per occurrence sub-limit of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and a minimum aggregate limit of Five Hundred Thousand Dollars (\$500,000.00). Said insurance policies shall contain a separation of insured provision, and must not include any modification that would make Provider's policies excess or contributing to HKI's liability insurance. Upon request, Provider shall furnish HKI with satisfactory documentation of the aforementioned coverage. All insurance policies procured by Provider will be issued by carriers having ratings of Best's Insurance Guide A and VIII, or better, and authorized to engage in the business of insurance in the state of Florida. All policies must be endorsed to be primary and noncontributing to the policies of Hillsborough Kids, Inc., which are excess, secondary and noncontributing. Provider must immediately notify HKI in writing of changes to any required limit specified in this Subcontract. No policy will be permitted to contain a deductible or self-insured retention in excess of One Hundred Thousand Dollars (\$100,000.00) without the prior written approval of HKI. In addition, Provider staff members, who are using their personal vehicles to transport children, are required to maintain auto insurance with minimum coverage of \$100,000/\$300,000.

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

- 32 Vehicles. Any vehicle(s) transferred to Provider for use under this Subcontract shall be used solely to assist in the provision of services furnished by Provider, pursuant to this Subcontract. During the term of this Subcontract and any renewals, Provider is financially responsible for insurance and maintenance of the vehicle(s). Provider shall not dispose of the vehicle(s) without prior, written authorization from HKI. In the event Provider ceases providing the services under a subcontract with HKI, the vehicle(s) will be returned to HKI in good and working order, reasonable wear and tear accepted.
- 33 Mutual Indemnification. Each party shall notify the other Party, as soon as practicable, of any lawsuit, claim, disciplinary action, investigation, incident or complaint, which involves, or may involve, the services or any provisions of the Master Agreement. To the extent permitted by law, each Party (“Indemnitor”) shall indemnify the other party (the “Indemnitee”) for any and all damages, liabilities, costs, and expenses, including, but not limited to, attorneys’ fees, which are reasonably incurred by or awarded against Indemnitee, in relation to a claim or proceeding against Indemnitee based upon the negligent or wrongful conduct of Indemnitor (each, a “Claim”). This indemnification is effective only if the following conditions are met: (i) Indemnitee shall notify Indemnitor in writing and within thirty (30) days, of any known Claim, whether threatened or actual, unless Indemnitor is not materially prejudiced by Indemnitor’s failure to provide prompt, written notice of such Claim); (ii) Indemnitee shall fully cooperate with Indemnitor (at Indemnitor’s expense) in the defense of any such Claim; and (iii) Indemnitor shall be permitted to control the defense of any such Claim, unless the interests of the Parties materially differ, Indemnitor’s counsel is not reasonably acceptable to Indemnitee, or Indemnitor fails to timely defend such claim. This provision shall survive the termination of this Subcontract.
- 34 Provider Performance Improvement.
- a. Provider’s failure to substantially and satisfactorily comply with the provisions of this Subcontract, or with any Performance Improvement Plan created hereunder, may result in HKI imposing financial penalties upon Provider.
 - b. Financial penalties assessed under this Subcontract will be assessed at the sole discretion of HKI.
 - c. Provider must allocate financial penalties without reducing staff ratios and said penalties should be applied to administrative costs.
 - d. Performance improvement plans may be required for noncompliance, nonperformance, or unacceptable performance on the part of Provider under this Subcontract.
 - e. All penalties, if imposed, shall not exceed ten percent (10%) of the total subcontract payments during the period in which the performance improvement plan has not been implemented or in which acceptable progress toward implementation has not been made.
 - f. HKI may deduct the amount of the penalty from payment due for invoices submitted to HKI by the Provider.
- 35 Resolution of Disputes Among Providers. HKI facilitates the provision of a wide array of foster care and related services within and around Hillsborough County through numerous independent

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

subcontractors. If a controversy or dispute should arise with other HKI System of Care service providers, Provider will attempt in good faith to resolve the controversy or dispute promptly through negotiation with the respective administrators of each entity involved, while avoiding client service interruptions and delays, delays in children's receipt of educational, mental health, or medical assessment or treatment, and any other action that is not in the best interests of the client(s). The administrators, supervisors, and/or their designees shall attempt to resolve the matter within a time frame that is appropriate, given the nature of the conflict. If a matter in dispute has not been resolved to the satisfaction of the providers involved, the matter shall be referred to senior executives of each party. Thereupon, the Contract Managers (or designated representatives) of each party shall promptly prepare and provide to the senior executives of each party memoranda stating the issues in dispute, the provider's position(s) in relation to the dispute(s), and a summary of the negotiations having already taken place. All documents relevant to the dispute(s) shall be attached to said memoranda. The senior executives will meet to discuss and resolve the issues within an appropriate time frame, given the nature of the conflict, but in all cases within five (5) working days. If a disputed matter remains unresolved to the satisfaction of either provider after the required consultation described above, the matter shall be referred to HKI for further action.

- 36 Provider Employment Matters. Provider shall observe and conduct its activities with respect to co-workers, HKI personnel, and others in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to discrimination laws, those governing the appropriate treatment of employees in the workplace and the Fair Labor Standards Act, as amended. Provider shall indemnify and hold HKI harmless from and against any costs, damages or liabilities relating to any such taxes, assessments or withholdings, including but not limited to any damages assessed under the Fair Labor Standards Act, as amended. Provider shall have no claim against HKI for worker's compensation or any other benefits of any kind.
- 37 Public Entity Crime. Pursuant to Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department, and, therefore with HKI. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 38 Compliance with Federal Law. Without limiting other provisions of this Subcontract, Provider agrees as follows:
- a. If this Subcontract involves federal funds, the Provider shall comply with the provisions of 45 C.F.R. pts. 74, 92, and other applicable regulations;
 - b. If this Subcontract involves the payment or receipt of federal funds and is valued at an amount exceeding \$100,000, Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.), Executive Order No. 11,738, 39 Fed. Reg. 4233 (Sept. 10, 1973) as

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

amended and where applicable, and Environmental Protection Agency regulations (40 C.F.R. pt. 30). The Provider shall report any violations of the above to the Department;

- c. No federal funds received in connection with this Subcontract may be used by the Provider, or agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this Subcontract contains federal funding in excess of \$100,000, the Provider must, prior to the execution of the Subcontract, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms, as required by the Certification Regarding Lobbying form, must be completed and returned to the HKI Contract Manager, prior to payment under this Subcontract;
- d. Unauthorized aliens shall not be employed. HKI shall consider Provider's employment of unauthorized aliens a violation of §274(A)(e) of the Immigration and Nationality Act (8 U.S.C. §1324 (a)). Such violation shall be cause for unilateral cancellation of this Subcontract by HKI;
- e. If this Subcontract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order No. 11,246, 30 Fed. Reg. 12319, 30 Fed. Reg. 12935 (Sept. 24, 1965) Equal Employment Opportunity, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14305 (Oct. 13, 1967) and others, and as supplemented in Department of Labor regulation 41 C.F.R. pt. 60 and 45 C.F.R. pt. 92, if applicable;
- f. If this Subcontract contains federal funds and provides services to children up to age 18, Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity;
- g. To the extent this Subcontract is determined to involve the Health Insurance Portability and Accountability Act of 1966 ("HIPAA") or any of the rules or regulations promulgated there under, Provider agrees to be bound by the terms of the Business Associate Agreement, copy of which is attached hereto as Exhibit C.

39 Termination for Convenience. Either party may terminate this Subcontract, in whole or in part, when the party determines in its sole discretion that it is in its interest to do so. Termination shall be effective 90 days after the provision of written notice from the terminating party to the non-terminating party. The non-terminating party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Subcontract, if any. The terminating party shall not be entitled to recover any cancellation charges or lost profits.

40 Termination for Breach. In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Subcontract, and such breach shall not have been cured within fifteen (15) calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Subcontract at any time thereafter upon written notice of such termination to the other party.

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

- 41 Termination or Amendment of Master Agreement. This Subcontract may be unilaterally terminated or amended by HKI on no less than twenty-four (24) hours notice to the Provider for the following reasons:
- a. In the event that the Master Agreement is terminated by the Department,
 - b. In the event the Master Agreement is amended in whole or in part,
 - c. In the event funding for payment pursuant to this Subcontract becomes unavailable. HKI shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed, subject to available funding.
- 42 Immediate Termination by HKI. In the event any of the following occur, HKI may terminate this Subcontract immediately upon written notice:
- a. If Provider is suspended or becomes disqualified from providing services, is found to be negligent or to have caused harm to a Qualified Individual, or is otherwise is subject to disciplinary action, which materially and adversely affects Provider's ability to perform the services under this Subcontract;
 - b. If an Officer or Director of Provider is convicted of, pleads "guilty" or "no contest," or otherwise admits to, any crime involving a morally corrupt act or practice, or any felony offense;
 - c. If Provider makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, has entered against it an order for any relief in any bankruptcy or insolvency proceeding, or has an involuntary petition in bankruptcy or similar proceeding filed against it, which has not been dismissed within 120 days after the commencement thereof.
- 43 Effect of Termination. Upon termination of this Subcontract, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are intended to extend beyond the term of this Subcontract, including, without limitation, covenants relating to confidentiality, indemnification, and non-competition. Notwithstanding anything contained herein to the contrary, regardless of the termination of this Subcontract, Provider shall continue to provide Services to Qualified Individuals until a case is closed or until the case can be transferred to another provider in accordance with applicable policies and procedures. Additionally, if this Subcontract is terminated for any reason, HKI shall pay to Provider accrued but unpaid compensation through the date of termination, subject to available funding. Such payment shall be in full and complete discharge of any and all liabilities or obligations of HKI to Provider under this Subcontract, and Provider shall be entitled to no further benefits under this Subcontract. Any amounts owed to HKI from Provider may be offset from this payment. To the extent Provider continues to provide post-termination Services pursuant to this Subcontract, Provider shall receive post-termination payments, subject to available funding.
- 44 Remedies. In the event of a breach of this Subcontract, each party acknowledges that the injury to the other would be irreparable, and the monetary amount of damage there from would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically

APPENDIX H
HKI STANDARD CONTRACT TEMPLATE

including, without limitation, entitlement, as a matter of course, to an injunction or similar equitable relief, without bond or with a nominal bond, if allowed by law.

- 45 Notices. Any notice required or permitted by this Subcontract shall be deemed sufficient if provided in writing and sent by certified mail, return receipt requested, to the Parties at the addresses set forth below. Upon change of representatives, including names, addresses, and telephone numbers, by either Party, notice of said change(s) shall be provided to the other Party in the manner specified above.
- 46 Assignment. This Subcontract and all provisions herein shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; however, neither this Subcontract nor any of the rights, interests nor obligations hereunder shall be assigned by Provider without the prior written consent of HKI.
- 47 Severability. If any provision or portion of this Subcontract shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as necessary to render the provision or portion valid and enforceable. The invalidity or unenforceability of any provision or portion herein shall not affect the validity or enforceability of the other provisions or portions herein.
- 48 Entire Agreement. This Subcontract, including all exhibits, attachments and other documents incorporated by reference, embodies the entire agreement and understanding of the Parties in respect to the transactions contemplated by this Subcontract. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Subcontract supersedes all prior agreements and understandings between the parties with respect to such transactions.
- 49 Counterparts. This Subcontract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.
- 50 Modification. Modification of provisions of this Subcontract shall be valid only when they have been reduced to writing and duly signed by both parties.
- 51 Captions. The captions of this Subcontract are for convenience only and are not a part of this Subcontract and do not in any way limit or amplify the provisions of this Subcontract.
- 52 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders, as used in this Subcontract. This Subcontract has been negotiated at arm's length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting Party is inapplicable and is hereby waived. The provisions of this Subcontract shall be interpreted in a reasonable manner to affect the purposes of the parties to this Subcontract.
- 53 Waiver. Except as otherwise provided in this Subcontract, any breach by a Party may only be waived by the other Party in a written instrument signed by the waiving Party. Such waiver shall not operate as a waiver, or estoppel with respect to any subsequent or other breach.
- 54 Applicable Law and Courts. This Subcontract shall be governed by the internal laws of the State of Florida, without regard to conflict of laws or similar concepts. Jurisdiction and venue shall lie, and

**APPENDIX H
HKI STANDARD CONTRACT TEMPLATE**

all legal proceedings shall be brought, in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida.

IN WITNESS THEREOF, the parties hereto have caused this Subcontract to be executed by their undersigned officials as duly authorized.

Hillsborough Kids, Inc.

By: Jeff Rainey
President/CEO

Date: _____

By:

Date: _____