EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Section 1.6.1.3. supplement: The following definitions also apply to this Contract:

1.6.1.3.1. Program or Service Specific Definitions

1.6.1.3.1.1. The definitions referenced in §402.302, Florida Statutes (F.S.).

1.6.1.3.1.2. CARES – The Office of Licensing's Child Care Administration, Regulation, and Enforcement System (CARES) is a mobile ready application built to provide an online application and payment solution for child care providers and provides the necessary tools and features to assist child care and licensing staff in effectively completing their daily duties.

1.6.1.3.1.3. Differential Monitoring – an approach to monitoring child care programs using a subset of requirements to determine compliance with licensing regulations. The differential monitoring method is used to determine the number and scope of inspections that shall be conducted at a licensed setting. Differential monitoring approaches are intentionally designed so that, although not every licensing standard is specifically checked for compliance, the monitoring visit is indicative of the full range of the licensing requirements.

1.6.1.3.1.4. Key Indicators (KI) – a subset of licensing regulations that statistically predict compliance with the entire set of licensing regulations.

1.6.1.3.1.5. Key Indicator Differential Monitoring System – a differential monitoring approach that focuses on identifying and monitoring using a subset of rules, Key Indicators, that statistically predict compliance with all the rules without the need for a full inspection. Monitoring program compliance using this approach increases the efficiency and effectiveness of an existing licensing system, refocusing the emphasis on the licensing process, while still determining overall program compliance with all licensing regulations. The Key Indicators approach is often used to determine which rules to include in an abbreviated inspection form or checklist.

1.6.1.3.1.6. Risk Assessment – a differential monitoring approach that focuses on identifying and monitoring rules that place children at greater risk of mortality or morbidity if rule violations or citations occur. A risk assessment approach is most often tied to classifying or categorizing rule violations or citations and can be used to identify rules where violations pose a greater risk to children, distinguish levels of regulatory compliance, or determine enforcement actions based on categories of rule violations or citations.

1.6.1.3.1.7. Rule Violations or Citations - occur when a child care program does not meet a specific rule and is cited as being out of compliance with that rule.

A.2. STATEMENT OF WORK

A.2.1. There are no additional provisions to this section of the Standard Contract.

A.3. PAYMENT, INVOICE AND RELATED TERMS

A.3.1. There are no additional provisions to this section of the Standard Contract.

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. There are no additional provisions to this section of the Standard Contract.

A.5. RECORDS, AUDITS AND DATA SECURITY

A.5.1. There are no additional provisions to this section of the Standard Contract.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1. There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

A.7.1. There are no additional provisions to this section of the Standard Contract.

A.8. FEDERAL FUNDS APPLICABILITY

A.8.1. There are no additional provisions to this section of the Standard Contract.

A.9. CLIENT SERVICES APPLICABILITY

A.9.1. There are no additional provisions to this section of the Standard Contract.

A.10. PROPERTY

A.10.1. There are no additional provisions to this section of the Standard Contract.

A.11. AMENDMENT IMPACT

A.11.1. There are no additional provisions to this section of the Standard Contract.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. The Provider shall be responsible for implementing and evaluating a statewide Key Indicator Differential Monitoring System for the Florida Department of Children and Families (Department) Office of Licensing, Child Care, as defined **herein.**

B.2. MAJOR CONTRACT GOALS

The major goals of this Contract are:

B.2.1. Ensure activities are conducted in alignment with the requirements of the Child Care and Development Block Grant (CCDBG) by supporting state licensing compliance and quality standards in child care settings.

B.2.2. Eliminate duplicative and unnecessary inspections of child care facilities, family day care homes, and large family child care homes in accordance with §402.3115, F.S.

B.2.3. Statewide implementation of the Key Indicator Differential Monitoring System developed by the Department during state fiscal year 2020-21.

B.2.4. Validate the effectiveness and efficiency of the Key Indicator Differential Monitoring System.

B.2.5. Improve Florida's child care licensing processes by determining the appropriate frequency and scope of inspections needed at licensed settings based on the licensed setting's inspection and compliance history; recognizing licensed settings with strong compliance records through the use of abbreviated inspections while increasing monitoring for licensed settings with low levels of compliance.

B.2.6. Create efficiencies in the child care licensing workload, allowing time to provide technical assistance to programs who need additional help in providing safe and healthy environments for children in out of home care.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. The Provider's administrative offices are located at the address specified in **1.3** of the Standard Contract**.**

B.3.2. The Provider shall notify the Contract Manager in writing within 30 calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the Provider.

B.3.3. The Provider shall determine the work hours, meeting locations and dates to best meet the Department's service needs. The Provider's staff shall be available for consultation with Department staff during a normal workday, primarily consisting of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by the State of Florida.

B.4. CLIENTS TO BE SERVED

No clients will be served directly by this Contract.

B.5. CLIENT ELIGIBILITY

No clients will be served directly by this Contract.

B.6. CLIENT DETERMINATION

No clients will be served directly by this Contract.

B.7. EQUIPMENT

The Provider shall provide all equipment necessary to carry out the terms and conditions of this Contract, unless otherwise mutually agreed to in advance.

B.8. CONTRACT LIMITS

The Provider recognizes and agrees that any and all work that it performs, other than the Deliverables and Tasks described in this Contract to which compensation is prescribed, unless described in a formal contract amendment, shall be gratuitous and not subject to charge or legal claim by the Provider or compensation by the Department.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C.1. <u>SERVICE TASKS</u>

C.1.1. Project Planning and Ongoing Communication

The Provider shall develop a comprehensive Project Plan, including the timeline, for implementation and evaluation of the Key Indicator Differential Monitoring System. The specific terms of the Tasks outlined within this section for statewide implementation and evaluation will be documented by the Provider in the Project Plan.

C.1.1.1. The Provider shall submit a proposed Project Plan to the Department's Contract Manager within two (2) weeks of the Contract's effective date.

C.1.1.2. The Provider shall schedule, organize, and conduct one initial meeting with the Department for the purpose of reviewing the proposed Project Plan with Office of Licensing, Child Care staff within three weeks of the Contract's effective date. The Provider shall lead a discussion of the overall plans for the project, including a review of the Department's Office of Licensing, Child Care, organizational structure, policy, and overarching goals, selected Key Indicators, rules, and checklists intended for use in the project, to ensure the Provider is working with the correct tools and understands the direction of the Department for this project. The Provider shall make changes to the proposed Project Plan based on input from the Department at this meeting. The revised Project Plan must be submitted to the Department's Contract Manager no later than one week from the date of the initial meeting.

C.1.1.3. The Department has final approval of all items in the Project Plan. The Project Plan may be updated by the Provider at any time with written approval of the Department's Contract Manager. The Project Plan, and all updates approved by the Department, is hereby incorporated by reference into the Contract.

C.1.1.4. The Provider shall conduct ongoing communication with the Office of Licensing, Child Care staff for project updates, including, but not limited to, quarterly virtual status meetings to discuss progress of the project and any difficulties that may impede progress. The date and time for quarterly status meetings shall be scheduled by the Provider at dates and times agreed to by the Department. The frequency of these status meetings may be altered with the written approval of the Department's Contract Manager.

C.1.1.5. The Provider shall develop Quarterly Performance Measures Compliance Reports and provide them to the Department's Contract Manager with the Project Plan at least one week prior to each quarterly status meeting with the Department. The Provider must receive approval of the Quarterly Report from the Department's Contract Manager prior to the submission of the quarterly invoice. Quarterly Reports must include:

C.1.1.5.1. A cumulative narrative summary of the Provider's activities during the previous quarter of the State Fiscal Year (SFY).

C.1.1.5.2. A summary of the accomplishments for each of the Service Tasks contained herein.

C.1.1.5.3. Quantitative and qualitative evidence that task activities identified herein have been performed during each quarter of the SFY in compliance with the schedule and terms of the approved Project Plan for this Contract

C.1.2. Training and Technical Assistance

The Provider shall provide guidance, training and technical assistance related to the Key Indicator Differential Monitoring System to Department Licensing Staff, CARES staff, and any stakeholders identified by the Department throughout the life of the Contract.

C.1.2.1. Training and technical assistance shall include instruction in the implementation and use of the Key Indicator Differential Monitoring System including a review of the instruction manual, tools, logic and application and shall include an annual virtual training for Department licensing staff on the Key Indicator Differential Monitoring System.

C.1.2.2. The Provider shall consult and work with CARES staff to provide guidance and technical assistance related to changes to the CARES system based on Key Indicator Differential Monitoring throughout the life of the Contract.

C.1.3. Validation Studies of Key Indicator Differential Monitoring System

The Provider shall conduct annual validation studies to ascertain the effectiveness and efficiency of the Key Indicator Differential Monitoring System.

C.1.3.1. Validation studies shall focus on final licensing decisions and the relative scores on the Key Indicator Tool. There shall be at least 90% agreement in full licensure and no non-compliance with the Key Indicator Tool.

C.1.3.2. The Provider shall use Department child care regulation data to conduct the validation studies and protect such data per Department procedures. The Department will provide the Provider with access to available child care licensing and inspection data necessary to conduct the validation studies, including data maintained within the CARES system or other Department-approved data sources. The Provider shall comply with data and system requirements outlined in Part 1 of this Contract.

C.1.3.3. The Provider shall identify and select a statistically valid representative sample of the Department child care licensing inspection data to support quantitative analysis of the Key Indicator Differential Monitoring System. The Provider will propose the process used for the validation studies and data analysis. The proposed process shall be consistent across all years of statewide implementation of the Key Indicator Differential Monitoring System and shall replicate the methodology used in the Department's prior Key Indicator validation study conducted under Contract LC943, unless otherwise approved in writing by the Department's Contract Manager. The Provider shall submit plans for the validation studies and system data analysis to the Department for approval prior to conducting the analysis.

C.1.3.4. Information gained from validation studies and system data analysis shall be shared with the Department as part of quarterly status reports and in Annual Implementation and Validation Reports.

C.1.3.5. A full review of the Key Indicators shall be done annually by conducting a replication of the study completed as part of the Department's Contract LC943.

C.1.4. Annual Implementation and Validation Reports

C.1.4.1. Annual Implementation and Validation Reports shall be developed annually as part of the statewide implementation process.

C.1.4.2. The Provider shall schedule a meeting annually with the Office of Licensing, Child Care, to discuss the statewide Implementation and Validation Process. The Provider shall submit Annual Implementation and Validation Reports to the Department's Contract Manager in writing at least one week prior to each scheduled meeting.

C.1.4.3. The Provider shall provide a report to the Department annually including, but not limited to, implementation methodology, data collection and statistical analysis methods used, statistical analysis findings, necessary Key Indicator Differential Monitoring System modifications identified, implementation suggestions, and potential impact on staff resources.

C.1.5. Revision of Inspection Checklists, Policy, and Procedure Development

C.1.5.1. The Provider shall develop revised inspection checklists based on necessary modifications identified in the Key Indicator Differential Monitoring System Annual Implementation.

C.1.5.2. The Provider shall revise the step-by-step instruction manuals, to be used by line staff and management, for all licensing inspection checklists based on necessary modifications identified in the Key Indicator Differential Monitoring System Annual Implementation.

C.1.5.3. The Provider shall propose revisions to policy and procedure documents, based on necessary modifications identified in the Key Indicator Differential Monitoring System Annual Implementation, to include:

C.1.5.3.1. Eligibility criteria to be met for licensee to qualify for differential monitoring checklist use;

C.1.5.3.2. Factors that will be measured during inspections;

C.1.5.3.3. Non-regulatory factors, if any, that may be measured during inspections;

C.1.5.3.4. Methods for inspections of licensees who do not qualify for Key Indicator Differential Monitoring Checklist use; and

C.1.5.3.5. If necessary, separate policy and procedure documents will be developed for each licensing focus area.

C.1.5.4. The Provider shall revise Key Indicator Differential Monitoring System policy and procedure explanatory material for public dissemination based on necessary modifications identified in the Key Indicator Differential Monitoring System Annual Implementation.

C.1.5.5. All inspection checklists, policy, and procedure documents, including material for public dissemination shall be submitted to the Department's Contract Manager for approval.

C.1.6. Final Project Summary Report

C.1.6.1. The Provider shall generate a final project summary report. This report is a cumulative narrative summary of the Provider's activities during the life of this Contract. The report shall include a discussion on the accomplishments for the Service Tasks contained in **Exhibit C**. of this Contract to include, but not limited to:

C.1.6.1.1. The approved project plan;

C.1.6.1.2. Statewide Implementation of the Key Indicator Differential Monitoring System;

C.1.6.1.3. A summary of the information gained from validation studies and system data analysis;

C.1.6.1.4. A summary of the data collection and statistical analysis methods used;

C.1.6.1.5. A summary of the statistical analysis findings;

C.1.6.1.6. Information about the inspection checklist, policy and procedure development;

C.1.6.1.7. Information about staff and stakeholder training and technical assistance sessions; and

C.1.6.1.8. A summary of the Key Indicator Differential Monitoring System, its implementation, and implications for the future.

C.1.6.2. The Provider shall submit the Final Project Summary Report to the Department's Contract Manager prior to the submission of the final invoice.

C.2. ADMINISTRATIVE TASKS

C.2.1. Staffing

C.2.1.1. Project Management

The Provider shall provide a Project Manager who shall continually monitor performance and meet with the Department's Contract Manager to ensure the Provider is meeting all requirements and performance levels and the Department is receiving optimal service. The Provider's Project Manager shall monitor workflow, schedule and facilitate meetings for all phases of implementing and evaluating a statewide Key Indicator Differential Monitoring System for the Florida Department of Children and Families (Department) Office of Licensing, Child Care.

C.2.2. Staffing Levels

C.2.2.1. The Provider shall provide all management, staffing, and training of company employees. The Provider shall determine the appropriate number of staff essential to perform the services required to comply with the contract terms and conditions and the Provider shall assign such staff to work as specifically required by this Contract, including back up staff as needed.

C.2.2.2. Assignment of Provider's staff to perform the services shall be continuous throughout the term of this Contract, even during the transition occasioned by the Department's request to replace the Provider's staff or by termination of the contract.

C.2.2.3. The Provider shall notify the Contract Manager in writing (e-mails acceptable), within two (2) weeks of any staff changes or any key organizational changes, such as the Executive Director or President, project management, program or support staff.

C.2.3. Professional Qualifications

C.2.3.1. Qualifications of any paid staff shall equal or exceed those identified in the job descriptions maintained in the Provider's files. A signed and dated copy of each position description shall be maintained in the Provider's file and shall be made available to the Department upon request.

C.2.4. Subcontracting

Subcontracting is permitted under this Contract. All subcontracting must meet the requirements of service tasks referenced in **Exhibit C** and is subject to the approval of the Department as referenced in **Section 4.6**. The Department's agreement to allow service tasks to be subcontracted does not in any way alter the Provider's responsibility to the Department for all work performed including service tasks, deliverables, minimum performance measures, and possible financial consequences.

C.2.5. Records and Documentation

The Provider shall maintain and deliver the following records and completed documentation to the Department's Contract Manager as required:

C.2.5.1. All source documents or supporting documentation used to determine compliance with Performance Measures and Deliverables.

C.2.5.2. Contract Forms

#	Title	Due Date	Contents
1.	General Liability Insurance	Due on or prior to contract effective date and annually thereafter.	Certificate of Insurance
2.	Written delegation of authority	As often as signature authority changes.	Recent written proof that the person executing the Contract for the Provider has the

			authority to bind the Provider to the terms of the Contract.
3.	Civil Rights Compliance Checklist	Annually per CFOP 60-16, Section 6-2.	Signed and dated Civil Rights Compliance Checklist (CF 0946) completed per CFOP 60-16, Section 6-2.
4.	Documentation of Human Services Contract List (Coordinated Contract Services)	Due on or prior to Contract effective date and annually thereafter.	A comprehensive list of the Provider's State of Florida health and human services contracts.
5.	Financial and Compliance Audit	Annually, within nine months after the end of the Provider's fiscal year.	Per instructions in Attachment 1
6.	Security Agreement Form Security Awareness Training HIPAA Training	Due on or prior to Contract effective date and annually thereafter.	CF 0114 Certificates of Completion for Trainings
7.	Executive Compensation Annual Report, PCMT-08	Due on or prior to Contract begin date and before May 1 annually thereafter.	Executive Compensation Annual Report, PCMT-08

C.2.6. Reports (programmatic and to support payment)

C.2.6.1. The Provider shall deliver reports, documentation, and deliverables to the Department for review and approval as described in **Exhibit D**, and by the due dates provided therein.

C.2.6.2. Acceptance of required reports shall constitute a separate act and must be approved by the Department's Contract Manager as such. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

C.2.6.3. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department declare this Contract to be in default.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT D – DELIVERABLES

D-1. Service Units

A unit of service is one quarter of the State Fiscal Year (SFY) implementing and evaluating a Statewide Differential Monitoring Key Indicator System for the Department as described in, and meeting the requirements of, **Exhibit B**, **Scope of Work**, and **Exhibit C**, **Task List**, and in compliance with the schedule and specific terms of the approved Project Plan for this Contract, and documented pursuant to **Exhibit C**, **Task List, Section C.2.5**., **Records and Documentation.** The unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner approved by the Department.

D.2. Deliverable Documents

Document	Due
D.2.1. Project Plan	Within Two Weeks of Contract Effective Date
D.2.2. Quarterly Performance Measures Compliance Reports	One Week Prior to Quarterly Status Meetings
D.2.3. Plans for the Validation Studies and System Data Analysis	Determined by Project Plan
D.2.4. Annual Implementation and Validation Report	Determined by Project Plan; Before end of SFY Invoice
D.2.5. Revised inspection checklists, as applicable.	Determined by Project Plan; Before end of SFY Invoice
D.2.6. Revised step-by-step instruction manuals, as applicable.	Determined by Project Plan; Before end of SFY Invoice
D.2.7. Revised policy and procedure documents, as applicable.	Determined by Project Plan; Before end of SFY Invoice
D.2.8. Revised materials for public dissemination, as applicable.	Determined by Project Plan; Before end of SFY Invoice
D.2.9. Final Project Summary Report	Prior to the Submission of the Final Invoice

D.3. Acceptance of Deliverables

D.3.1. Service Unit Deliverables

Evidence of completion or provision of service units must be provided to the Department's Contract Manager by the time specified in **Exhibit C**, **Task List, Section C.2.5**. and must be approved by the Department prior to payment of an invoice. The Provider understands and agrees that all tasks associated with the delivery or provision of these services must also be completed prior to requesting payment for said services.

D.3.2. Operational Reports and Deliverables

Where this Contract requires the delivery of reports and deliverable documents to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports or documents. It is specifically intended by the parties that acceptance of required written reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to any parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the Department may, after having given the Provider a reasonable opportunity to complete, make adequate or acceptable, declare the contract to be in default. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program and service.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. MINIMUM PERFORMANCE MEASURES

E.1.1. The Provider shall develop and submit a Project Plan and timeline, in accordance with **C.1.1.,** which includes the specific terms of the Tasks outlined in **Exhibit C**, **Task List**, for the statewide implementation and evaluation of the Key Indicator Differential Monitoring System**.**

E.1.2. The Provider shall make all revisions to the Project Plan as requested by the Department. The Project Plan may be updated at any time with written approval of the Department's Contract Manager.

E.1.3. The Provider shall perform 100% of the Tasks outlined in **Exhibit C**, **Task List**, and in compliance with the schedule and specific terms of the approved Project Plan for this Contract, culminating in the successful implementation and validation of the Key Indicator Differential Monitoring System for licensed child care facilities statewide.

E.1.4. The Provider shall submit Quarterly Performance Measures Compliance Reports which provide quantitative and qualitative evidence that task activities identified in **Exhibit C**, **Task List**, have been performed during each quarter of the State Fiscal Year in compliance with the schedule and specific terms of the approved Project Plan for this Contract.

E.1.5. The Provider shall deliver all services, reports, documentation, and deliverables in accordance with the terms and conditions of this Contract and performed in a manner approved by the Department. Mere receipt by the Department shall not be construed to mean or imply acceptance or approval of those services, reports, documentation, or deliverables.

E.1.6. The Provider shall deliver to the Department's Contract Manager for approval all Deliverable Documents by the time specified in **Exhibit D.**

E.2. Performance Evaluation Methodology

E.2.1. Reports submitted by the Provider along with the Provider's documentation activities directly related to Deliverables shall be reviewed and evaluated to determine if the Performance Measure Requirements have been met.

E.2.2. Performance Standards Statement: By execution of this Contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department may terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT F – METHOD OF PAYMENT

F.1. Payment Clause

This is a fixed price (unit cost) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed the following:

F-1.1. $TBD for State Fiscal Year 2026-2027;

F-1.2. $TBD for State Fiscal Year 2027-2028;

F-1.3. $TBD for State Fiscal Year 2028-2029;

F-1.4. $TBD for State Fiscal Year 2029-2030;

F-1.5. $TBD for State Fiscal Year 2030-2031; and,

F-1.6. $TBD for State Fiscal Year 2031-2032, for a total contract amount not to exceed $TBD, subject to the availability of funds.

F.2. Unit Cost

The Department will pay for the service units at the unit prices and at the limits listed below:

F-2.1. Pricing State Fiscal Year 2026-27 (October 1, 2026 through June 30, 2027)

#	Deliverable	Unit Cost
F-2.1.1	One Quarter of the State Fiscal Year 2026-27 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD
	Total State Fiscal Year Not to Exceed:	**$TBD**

F-2.2. Pricing State Fiscal Year 2027-28

#	Deliverable	Unit Cost
F-2.2.1	One Quarter of the State Fiscal Year 2027-28 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD
	Total State Fiscal Year Not to Exceed:	**$TBD**

F-2.3. Pricing State Fiscal Year 2028-29

#	Deliverable	Unit Cost
F-2.3.1	One Quarter of the State Fiscal Year 2028-29 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD
	Total State Fiscal Year Not to Exceed:	**$TBD**

F-2.4. Pricing State Fiscal Year 2029-30

#	Deliverable	Unit Cost
F-2.4.1	One Quarter of the State Fiscal Year 2029-30 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD

#	Deliverable	Unit Cost
	Total State Fiscal Year Not to Exceed:	**$TBD**

F-2.5. Pricing State Fiscal Year 2030-31

#	Deliverable	Unit Cost
F-2.5.1	One Quarter of the State Fiscal Year 2030-31 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD
	Total State Fiscal Year Not to Exceed:	**$TBD**

F-2.6. Pricing State Fiscal Year 2031-32 (July 1, 2031 through September 30, 2032)

#	Deliverable	Unit Cost
F-2.5.2	One Quarter of the State Fiscal Year 2030-31 of Implementation and Evaluation of the Statewide Differential Monitoring Key Indicator System for the Child Care Program	$TBD
	Total State Fiscal Year Not to Exceed:	**$TBD**

F.3. Service Delivery Documentation Requirements

The Provider shall submit the required supporting documentation in accordance with **Exhibit C - Task List, Sections C.1. and C.2.** of this Contract.

F.4. Obtaining Department Approval of Deliverables prior to Invoice Submission

The Provider shall be responsible for obtaining the written approval of each Deliverable from the designated Department staff prior to submitting the invoice for payment. When the written approval is obtained, the Provider shall submit the written approval to the Department’s Contract Manager, if the designated approver is staff other than the Department’s Contract Manager. Approval of each Deliverable due within the quarter of service must be obtained by the Provider and provided to the Department’s Contract Manager prior to invoicing for services.

F.5. Invoice Requirements

The Provider shall prepare and submit an invoice for services, within 15 business days following the end of the quarter for which payment is being requested. The Provider's invoice shall be accompanied by detailed documentation that supports each line item identified in the Provider's invoice.

Approval of an invoice for payment is a separate action than the Department's approval of the delivery of deliverables and services. The actual content and format of the Provider's invoice shall be subject to approval of the Department. The quarterly invoice for units of services rendered during a previous quarter must contain:

F.5.1. the invoice number,

F.5.2. the contract number,

F.5.3. the name and address of the Provider,

F.5.4. the date submitted,

F.5.5. the service dates for which payment is being requested,

F.5.6. the amount due, including:

F.5.6.1. the core services (service units) provided during the service period and amount due by unit,

F.5.6.2. subtotal by service unit for services,

F.5.6.3. Total dollar amount being requested for invoice service period,

F.5.7. the invoice must be signed and dated by the person completing the invoice.

F.6. Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services web site.

F.7. ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in **Standard Contract Part 1, Section 6.1**, of this Contract.

F.7.1. Performance measures that are not accepted for reimbursement shall be assessed a financial consequence of five percent (5%) of the total amount of the quarterly invoice.

F.7.2. With regard to financial consequences in this Exhibit, in the event that the noncompliance was the result of adverse circumstance beyond the Provider's control, the Department will consider waiving or reducing the financial consequences under the following circumstances:

F.7.2.1. Adverse circumstances beyond the Provider's control refer to unforeseeable events not arising from an act or omission of the Provider, its officers or employees that materially impaired the Provider's ability to perform and for which there were no reasonable means to mitigate or avoid the adverse impact.

F.7.2.2. The Provider shall demonstrate that it had corrected the noncompliance as quickly as reasonably possible and detail the steps that the Provider has put into place to avoid a future recurrence of the noncompliance.

F.7.2.3. In order to be able to rely on this section, the Provider's representative possessing contract signature authority shall attest to and document the adverse circumstances beyond the Provider's control to the Contract Manager at the time that it provides its response to any notice of noncompliance or notice of financial consequences.

F.7.2.4. Receipt of the attestation by the Contract Manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that acceptance, in writing by the Contract Manager, of the sufficiency of the adverse circumstances beyond the Provider's control is a condition of any waiver or reduction of the financial consequences provided for hereunder.

F.7.2.5. Barring Department acceptance of adverse circumstances beyond the Provider's control, the Department's Contract Manager shall assess financial consequences against the Provider in accordance with those described in this Exhibit.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT 1

FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

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

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with

§215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.
The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

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

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK