



FLORIDA DEPARTMENT OF
**CHILDREN
& FAMILIES**

CS-05-38

Jeb Bush
Governor

Jerry Regier
Secretary

March 4, 2004

Mr. Floyd L. Vanzant, Chairman
Nassau County Board of County Commissioners
Mr. J.M. "Chip" Oxley, Jr., Ex-Officio Clerk
C/O Joyce Bradley
Clerk of the Courts
191 Nassau Place
Nassau County Board of County Commissioners
Community-Based Care Program "Family Matters of Nassau County"
Yulee, Florida 32097

RECEIVED
COUNTY COORDINATORS
OFFICE
04 MAR - 8 AM 11:51

SUBJECT: Contract DJ 992 for Community-Based Care

Mr. Vanzant and Mr. Oxley:

Enclosed please find an original copy of the fully executed contract with the Nassau County Board of County Commissioners, Family Matters of Nassau of Nassau County, for Community-Based Care in Nassau County. I am also enclosing one additional copy of the contract for your use and distribution. In addition, two copies are being sent to Judy Dey, Executive Director of Family Matters of Nassau County, for her use and distribution.

It has been a pleasure working with Ms. Dey, the officials and staff of Nassau County and the staff of Family Matters in the development of your program. The execution of this contract is the culmination of a tremendous effort on the part of the leadership and staff of your County and Family Matters.

I wish the best for you and Family Matters. I look forward to working with you. If you have any questions regarding the contract please call me. My telephone number is 723-2032.

Sincerely,

Russell G. Oder
Government Analyst I

Enclosures – Original and one copy of contract DJ994

CC: Judy Dey, Executive Director, and two copies of contract DJ992
/DJ992 Contract File

Family Safety Program Office
District Four • Serving Baker, Clay, Duval, Nassau, & St. Johns Counties
5920 Arlington Expressway • P.O. Box 2417 • Jacksonville, FL 32231-0083

The Department of Children and Families is committed to working in partnership with local communities to ensure safety, well-being and self-sufficiency for the people we serve.

CFDA No. 93.667

Client Non-Client
Multi-District

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Nassau County Board of County Commissioners hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 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 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract 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 contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment VII. 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 contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit

findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment VI and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and

subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

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

P. Publicity

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract 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, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

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

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.
3. To furnish Security Awareness Training to its staff.
4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

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

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Z. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$9,348,325.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on March 1, 2004, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on February 28, 2009.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

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

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

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

Nassau County Board Of County Commissioners
P. O. Box 1010
Fernandina Beach, Florida 32035

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Russell Oder
5920 Arlington Expressway
Jacksonville, Florida 32211
(904) 723-2032

2. The name of the contact person and street address where financial and administrative records are maintained is:

J.M. "Chip" Oxley
191 Nassau Place
Yulee, Florida 32097

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Judy Dey
1303 Jasmine Street
Fernandina Beach, Florida 32034
(904) 277-7222

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, Attachments I through VII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

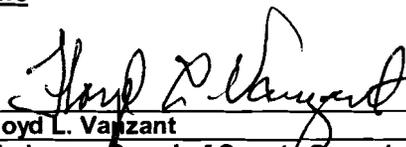
By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 65 page contract to be executed by their undersigned officials as duly authorized.

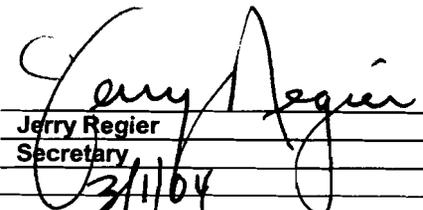
PROVIDER: Nassau County Board of County Commissioners

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

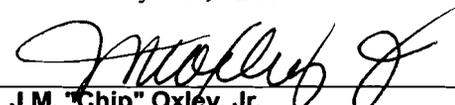
SIGNED

BY: 
NAME: Floyd L. Varzant
TITLE: Chairman, Board of County Commissioners
DATE: February 23, 2004

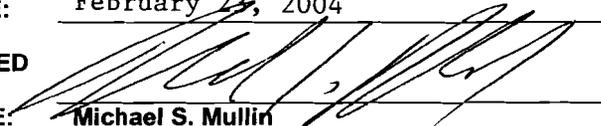
SIGNED

BY: 
NAME: Jerry Regier
TITLE: Secretary
DATE: 3/1/04

SIGNED

BY: 
NAME: J.M. "Chip" Oxley, Jr.
TITLE: Ex-Officio Clerk
DATE: February 23, 2004

SIGNED

BY: 
NAME: Michael S. Mullin
TITLE: County Attorney
DATE: February 23, 2004

STATE AGENCY 29 DIGIT FLAIR CODE:
Federal EID # (or SSN): 59-1863042

Provider Fiscal Year Ending Date: 09/30

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

- 1) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 2) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 3) Master Trust Fund - Either the department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is not available to the client's family or assistance group for the current needs of the client. Funds for the client's needs will be disbursed by the department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).
- 4) Quality Assurance - Periodic external review activities conducted by the United States Department of Health and Human Services, Administration for Children and Families, Auditor General, department and the provider to assure that the agreed upon level and quality of services is achieved and maintained by the provider and its subcontractors.
- 5) Quality Improvement - Continuous internal improvements in service provision and administrative functions conceived and implemented by employees.
- 6) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

b. Program or Service Specific Terms

- 1) Concurrent Planning - A process of supporting reunification and simultaneously supporting all of the preparation necessary to implement an identified alternative goal if safe, timely reunification is not successful.
- 2) Child Maltreatment - Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.
- 3) Legally Available for Adoption - A finding by the Circuit Court that the parental rights of a child have been removed by the court and the child has been placed in the custody of the department for the purposes of adoption.

- 4) Special Conditions – Situations that do not meet the legal definitions of abuse, neglect, or abandonment but which require intervention services by the provider. Such situations include those described in Rule 65C-10.002 (13), F.A.C., or cases involving child on child abuse per ss. 39.307 (5), F.S.
- 5) Master File – A combination of the electronic HomeSafenet and the hard copy file that documents all services and activities related to the child and the child's family.
- 6) Prevention Services - Family Support services that are provided to children and families before the occurrence of child maltreatment that are designed to prevent the occurrence of abuse, neglect, or abandonment. Primary prevention services are directed to the general population to build communities and supportive environments. Secondary prevention services are directed to specific families who are at-risk for child maltreatment.

2. General Description

a. General Statement

The provider shall deliver foster care and related services pursuant to s. 409.1671, F.S. and prevention services, while ensuring each child's safety, well being, and permanency.

b. Authority

- 1) Section 409.1671, F.S. authorizes the department to contract for foster care and related services.
- 2) Section 20.19, F.S. authorizes the department to contract for prevention services.

c. Scope of Service

The provider shall deliver a comprehensive array of foster care and related services and prevention services in Nassau County to eligible children and families.

d. Major Program Goals

The provider shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

3. Clients to be Served

a. General Description of Clients

Children and families who are in need of child abuse and neglect prevention or child protection and permanency services.

b. Client Eligibility

The following clients are eligible for service under this contract:

- 1) Children, young adults, and families who are in need of foster care and related services as described in chapters 39 and 409, F.S. as a result of child maltreatment.
- 2) Children placed with foster families and other substitute caregivers and their families as described in s. 409.175, F.S. and Rules 65C-12 and 65C-13, F.A.C.
- 3) Children in need of, or placed with adoptive families, pending their legal availability for adoption as described in chapters 63 and 409, F.S. and Rules 65C-13 and 65C-16, F.A.C.
- 4) Children in need of the following services: out-of-town inquiry, courtesy supervision, or

Interstate Compact for the Placement of Children (I.C.P.C.) as described in ch. 409, F.S.

- 5) Children in need of assessment or services as a result of a Special Condition referral.
- 6) Foster families and other substitute caregivers as described in ch. 409, F.S. and Rules 65C-13, 65C-14, and 65C-15, F.A.C.
- 7) Post-finalization adoptive families requesting services as described in Rule 65C-16, F.A.C. and Title IV-B of the Social Security Act, as amended (42 U.S.C. 670-679a). These families are eligible for post-finalization adoption services from funds available to the lead agency from Title IV-B of the Social Security Act or within the contract if other fund sources are available.
- 8) Children and families in need of prevention services prior to the occurrence of abuse, neglect or abandonment.

c. Client Determination

The department shall make final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D. 1. shall be implemented.

d. Contract Limits

This contract is limited to eligible children and families in the geographic area defined in section A.2.c.

B. MANNER OF SERVICE PROVISION

1. Service Task List

- a. The provider shall perform the following General Tasks:
 - 1) Develop a local Program Improvement Plan that shall include the goals and objectives detailed in Florida's statewide Program Improvement Plan.
 - 2) Comply with all state and federal laws, rules, and regulations as amended from time to time, specifically those included in Attachment IV, Authority and Requirements.
 - 3) Use the department's operating procedures until the provider's own are approved for implementation. The department agrees to review proposed operating procedures submitted to it by the provider and will respond in writing with comments or approval within 30 working days from the day of receipt. If the provider develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
 - 4) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the department for approval prior to implementation. The department agrees to approve or reject such revisions within 30 working days of receipt. The department agrees to provide technical assistance to ensure that the provider's contribution to the State Plan is sufficient.
 - 5) Document the provision of all services in a master file as described in ch. 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
 - 6) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Rule 41-2,

F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

- 7) Comply with Attachment III, Information System Requirements.
 - 8) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.
 - 9) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The provider shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the provider shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset that increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the department to offset that increase in cost, the provider may seek additional available funds pursuant to ss. 409.1671(7), F.S.
 - 10) Comply with ss. 409.175 (16), F.S., regarding the confidentiality of information concerning foster parents.
- b. The provider shall perform Child Protection Tasks to include:
- 1) Deliver foster care and related services, based on a case plan developed pursuant to s. 39.601, F.S., and document services in the child's master file.
 - 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.
 - 3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.
- c. The provider shall perform Licensing Tasks to include:
- 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Rules 65C-13, 65C-14, for Child Caring Agencies and 65C-15, F.A.C., for Child Placing Agencies.
 - 2) If the provider determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
 - 3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
 - (a) Copies of Licensing Standards Checklist.
 - (b) The application for licensing.

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- (c) The letter of recommendation from the provider.
 - (d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
 - (e) Florida Abuse Hotline Information System (FAHIS) reports clearances.
 - (f) Local law enforcement checks.
 - (g) Federal law enforcement checks (screening clearance letter).
 - (h) State law enforcement checks.
 - (i) Personal and school references.
 - (j) Medical information.
 - (k) Sanitation, Fire and Radon inspection and testing documentation.
 - (l) Initial pre-service or, as appropriate, annual in service training.
- 4) Ensure that each family foster home operator signs a release of information form, so that the department and the provider may share information.
 - 5) Recommend that the department issue or deny an initial license or renew, revoke or modify an existing license. The provider shall submit all required family foster home re-licensing supporting documentation to the department at least 30 calendar days prior to the expiration date of the current license. If the provider is unable to provide all required supporting documentation prior to the expiration of the license the provider shall immediately remove the children from the unlicensed home.
 - 6) Review foster care referrals received from the Abuse Registry that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
 - 7) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or provider for denial or termination of a license.
 - 8) Provide copies of licensing records to the department immediately upon request.
 - 9) Develop a corrective action plan with the family foster home as required.
 - 10) The provider has the authority to deny any home the opportunity to provide foster care to children served under this contract. The department agrees to not require the provider to recommend any particular home for licensure. The provider understands any home denied a license or re-license has the right to an administrative hearing pursuant to Chapter 120, F.S.
 - 11) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175 F.S. and Rule 65C-13, F.A.C. The provider shall be responsible for ensuring foster parents receive appropriate training specific to the needs of children placed in their home.
 - 12) The provider's employees, relatives of the provider's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency outside the provider's service delivery system and submitted to the department for approval, and b) the provider has an operating procedure approved by the department relating to conflict of interest in substitute care placements. The provider is responsible for ensuring that no potential conflict of interest exists. Provider employees, and the employees of subcontractors, who otherwise meet the above criteria

may become foster parents. However, if any said employee is in the position to place children, has direct case management, programmatic responsibilities, or otherwise has direct client contact, that employee is only eligible to foster children if the child's case is assigned to and managed by another consenting agency within the district.

d. The provider shall deliver Adoption Services, to include:

- 1) Services designed to prepare children for adoption placement.
- 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 3) Registration and maintenance of information on the Adoption Exchange, to include children waiting for adoption and approved adoptive families.
- 4) Providing support services to adoptive families to include services leading to legal finalization of the adoption.
- 5) Information about, and services for families requesting post adoption support services.

e. The provider shall deliver Placement Services to include:

- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
- 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
- 3) Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
- 4) Ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.
- 5) Secure, approve, and monitor all relative and nonrelative placements. If a relative placement, the provider shall comply with s. 39.5085, F.S., Relative Caregiver Program.

f. Task Limits

- 1) Services for children in need of paid out-of-home placement shall be provided in facilities licensed and approved by the department at the location and within the capacity limits stated on the license.
- 2) The provider shall give prior notification to the department when there are changes to the service delivery system or changes that impact the cost allocation plan.

2. Staffing Requirements

a. Staffing Levels

The provider and its subcontractors shall continuously ensure an adequate number of qualified and trained staff are available to provide services stipulated in this contract.

b. Professional Qualifications

The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Rules 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.731, and 491.012, F.S.

c. Staffing Changes

The provider shall submit written notification to the department's contract manager within 7 working days if the Executive Director or Chief Financial Officer position of the provider is to be vacated. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Executive Director or Chief Financial Officer position is filled, the provider shall notify the department's contract manager in writing of the identity and qualifications of the new Executive Director or Chief Financial Officer within 7 working days.

d. Subcontractors

- 1) If the provider requests permission to subcontract any work in accordance with paragraph I.I.1. of the Standard Contract, it shall include with its request the identity of the third party provider with which it seeks to subcontract. The department will notify the provider not later than 10 business days after receipt of such request of its decision to approve or disapprove the request.
- 2) The provider shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the provider under this contract. The provider shall develop written procedures for monitoring of subcontracts. The procedures shall be available upon request to the department and to federal auditors. The provider shall have quality assurance/quality improvement plans for subcontractors. The provider shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.
- 3) The provider acknowledges and agrees that it is responsible for all work required under this contract whether performed by its own resources or by an approved subcontractor. The provider shall monitor the performance of all subcontractors and perform follow up actions as necessary in accordance with the approved Subcontract Monitoring Plan. The provider will notify the department within 48 hours of conditions related to subcontractor performance that could impair continued service delivery. Reportable conditions may include but are not limited to:
 - (a) Inappropriate client terminations
 - (b) Financial concerns or difficulties
 - (c) Service documentation problems
 - (d) Subcontract non-compliance
 - (e) Ineffective services and client complaint trends

The provider will submit to the department a brief summary of the condition(s) or problem(s), the proposed corrective action, and the time frames for implementation of the corrective action.

3. Service Delivery Location and Equipment

a. Service Delivery Location

The provider shall administer, coordinate, and ensure availability and delivery of the services specified in this contract in Nassau County. The provider's primary service delivery and business address is:

Family Matters of Nassau County
1303 Jasmine Street
Fernandina Beach, Florida 32034

b. Service Times

The provider shall be available and is responsible for providing an immediate response 24 hours a day, seven days a week.

c. Changes in Location

The provider shall notify the contract manager in writing at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's primary business address or service delivery location.

d. Equipment

The provider shall comply with requirements in Attachment V, Tangible Personal Property Requirements.

4. Deliverables

a. Service Units

The service units to be delivered under this contract include all services identified in s. 409.1671, F.S.

b. Records and Documentation

The provider shall comply with requirements in Attachment III, Information Systems Requirements.

c. Reports

The list of the reports to be completed by the provider, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Performance Reports.

5. Performance Specifications

a. Performance Measures

The provider shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The timelines for achieving the applicable performance standard for each measure shall be determined by the baseline and target methodology described in Sections B.5.d. and B.5.e.

- 1) At least 60% of children entering out-of-home care shall exit care within 12 months of the removal date.
- 2) At least 97% of the children served shall not be abused or neglected during the provision of services.
- 3) At least 95% of the children served shall have no findings of child maltreatment, within six months of closure from services.
- 4) The number of finalized adoptions shall be at least 12 for fiscal year 2003-2004.
- 5) The number of children in Out-of-Home Care will not exceed 88 on June 30, 2004.

- 6) 100% of missing child tracking forms will be completed by the end of the next business day after runaway episode.
- 7) The average number of new runaway episodes per month will not exceed 1.
- 8) The provider must have an overall satisfactory rating on the Family Safety Quality Assurance review, including the following:
 - (a) Achieve substantial conformity on **five** of the seven child and family outcomes related to safety, permanency and well-being; and
 - (b) Achieve substantial conformity on **four** of the six designated systemic factors; and
 - (c) **Pass** the Title IV-E Eligibility section of the review.

b. Description of Performance Measurement Terms

The definitions of any terms in Section B.5 are listed in Exhibit C.

c. Performance Evaluation Methodology

- 1) The performance evaluation methodology for statewide measures is described in Exhibit C.
- 2) By execution of this contract, the provider hereby acknowledges and agrees that its performance under this contract must meet the performance outcomes and standards as measured by the outcomes and indicators set forth above. If the provider fails to meet these standards, the department may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, in the absence of any extenuating or mitigating circumstances, the department, at its exclusive option, must cancel this contract. The determination of the extenuating or mitigating circumstances and the form of compliance is the exclusive determination of the department.

d. Establishing a Baseline

- 1) To determine a baseline for contract performance measures #1 - #7 in Exhibit C the parties shall use the average of the performance data for the first three periods for which a report is available from the department's automated child welfare information system (HomeSafenet or HSn). For this purpose the term "period" shall mean the month, calendar quarter, year, or other time period that is the department's customary unit for producing a report related to that performance measure.
- 2) For statewide performance measure #8, department, provider and subcontractor staff representatives will conduct joint quality assurance reviews semi annually on an agreed upon representative sample of cases. The average of the results of those reviews shall form the baseline data for Contract Performance measure #8. The measurement tool to be used for the quality assurance reviews will be mutually agreed upon by the department and the provider.

e. Establishing Targets

- 1) If the difference between the performance standard and the provider's baseline is less than 10%, the provider's performance level for the first 12 months of the contract shall exceed the baseline by no less than one-third of the difference between the performance standard and the baseline.

The provider's performance level in succeeding 12 month periods shall exceed its performance level for the preceding 12 months by no less than one-third of the difference between the performance standard and the baseline until the performance standard is achieved. For example if the baseline performance for a measure is 75% and the performance standard is 83%, by the end of the 12-month period, the provider will be expected to reach a target of 77.8%, by the end of the second 12-month period, a target of 80.6% and by the end of the third 12-month period, the performance standard of 83%.

- 2) If the baseline meets or exceeds the performance standard, the provider and the department will mutually agree upon targets for the second and third 12-month periods of this contract after the baseline is established.
- 3) For each measure that the difference between the baseline and the performance standard is more than 10%, the department and the provider will mutually agree upon steadily improving targets for each 12-month period after the baseline is established, until the performance standard is achieved.
- 4) For Contract Performance measures #1 - #7, the contract manager will be responsible to retrieve HSn performance reports

6. Provider Responsibilities

a. Provider Unique Activities

- 1) The provider shall provide information or reports at the request of the Secretary of the Department of Children and Families, District Administrator, Child Welfare and Community Based Care Program Administrator, or contract manager.
- 2) The provider shall participate and represent its interests in the Spending Plan Meetings and in leadership meetings to discuss the department's and provider's on-going programmatic and management functions and roles, problem-solving and planning regarding identified contract issues and department initiatives.
- 3) The provider shall meet with the District Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation. The briefing will include a performance update on key indicators that pertain to the provider, a status report on the provider's local Program Improvement Plan for those critical elements needing improvement as cited from the Child and Family Services Review (CFSR) and the department's quality assurance monitoring, and any other achievements or issues the provider wishes to present.
- 4) The provider is responsible for implementing a quality assurance and quality improvement system at the local service level.
- 5) The provider shall cooperate with the department when investigations are conducted regarding a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors.
- 6) Neither the provider nor any person, firm or corporation employed by the department in the performance of this contract shall offer or give any gift, money, or anything of value or any promise for future reward or compensation to any state employee at any time unless otherwise authorized by Chapter 112, F.S.
- 7) If required by [45 CFR Parts 160, 162, and 164, the following provisions shall apply 45 CFR 164.504(e)(2)(ii)]:

- (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
 - (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.
 - (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - (e) The provider agrees to make PHI available in accordance with 45 CFR 164.524.
 - (f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
 - (g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
 - (h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
 - (i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
 - (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.
- 8) The provider shall maintain and ensure access to operating capital for 30 days, in the event payment to the provider is interrupted for reasons beyond the provider's control or in an emergency, for continuity of operations. This plan shall not include funds received from the department under this contract.
- b. Coordination With Other Providers/Entities
- 1) The provider shall coordinate medical foster care activities with the Department of Health, Children's Medical Services.
 - 2) Within 45 days of the effective date of this contract, the provider hereby agrees to develop and maintain a working agreement to include specific joint operating procedures with the following agencies, or will provide documentation to the department as to why such agreements have not

been executed, and actions planned to achieve compliance with this section.

(a) Department of Juvenile Justice (DJJ) which complies with the statewide Department of Juvenile Justice agreement.

(b) The Guardian Ad Litem program.

(c) Certified Domestic Violence center(s) in counties served by the provider under this contract.

c. Relationship to Department Employees

- 1) Consistent with the provisions of applicable law, the provider agrees to give hiring preference to qualified department employees who apply for employment with the provider. The provider also agrees to require its subcontractors to give hiring preference to qualified department employees who may apply for employment with the subcontractor.
- 2) The provider shall review the personnel records of any former department employee who applies to the provider for employment. As a part of that review, the provider shall consider all performance and disciplinary history and any recommendation by the department as to whether it would rehire the employee. The provider's reference check process will include discussion with the immediate past department supervisor or, if the supervisor is no longer employed by the department, another supervisory level employee who is aware of the candidate's work history. The reference check will be documented in writing and maintained in the employee's personnel file at the provider's human resources office. The department will not give a neutral reference, and the provider will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider.
- 3) If a settlement agreement exists between the department and a current or former employee seeking employment with the provider, the department will only provide information as allowed by that settlement agreement.

7. Department Responsibilities

a. Department Obligations

- 1) The department retains the responsibility for the review, approval, and issuance of all foster home licenses.
- 2) If the department receives a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors, the department agrees to notify the provider within one working day, and will work in cooperation with the Community-Based Care provider.
- 3) Pursuant to s. 402.166, F.S., the department agrees to provide staff to receive and log complaints, maintain statistical data, and provide administrative support to the Local Advocacy Council. The department agrees to ensure the provider receives a copy of the Council's findings and recommendations within 10 working days of the completion of its investigation of any complaint.
- 4) The department agrees to process applications submitted by the provider for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Developmental Disabilities, Child Welfare/Community-Based Care, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The provider shall contact the various program offices within the department for assistance and instruction on

how to access these services. The department will respond to the provider's inquiry within 5 working days.

- 6) The department agrees to determine Medicaid eligibility within 30 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition, the department has exclusive authority to determine Title IV-E and Title IV-A eligibility and will provide eligibility information to the provider within 7 working days of receipt of a completed application.
- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in Attachment IV.
- 8) The department agrees to provide technical assistance and consultation to the provider in the process of initial licensing and re-licensing of family foster homes. The department agrees to issue a license to family foster homes that meet licensing requirements as determined by the department upon submission of complete licensing supporting documentation by the provider.
- 9) The department agrees to compile and send a quarterly report of trust fund totals by client for the provider as referenced in CFOP 175-59.
- 10) The department agrees to remain representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, Veterans Benefits, and Child Support Enforcement payments.
- 11) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 12) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff. If requested, to the extent available budget permits, the department will deliver certification training at sites that are accessible to the provider.

b. Department Determinations

The department has the sole right to assess and determine the completeness and acceptability of services and reports according to the terms and conditions of this contract.

c. Monitoring Requirements

- 1) Administrative and Programmatic Monitoring - The department shall annually monitor the provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, Contract Monitoring.
- 2) Evaluation - Subsection 409.1671(4)(a), F.S., requires an annual evaluation by the department of each program operated under contract with a community-based agency. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.
- 3) Quality Assurance - The provider shall cooperate with quality assurance reviews conducted according to the department's programmatic procedures. The provider's performance on relevant indicators and outcomes required by the federal government in the Adoption and Safe Families Act and Child and Family Services Review Tool (as described at the following website:

<http://www.acf.dhhs.gov/programs/cb/cwrp/tools/index.htm> "Instruments/Tools/Guides," "Procedures Manual", "Appendix C"), particularly including those reflected in the state Program Improvement Plan; and indicators required by the Florida Legislature in the annual Appropriation Act and Implementing Bill shall be measured. At the discretion of the department, providers with a level of performance that does not support the department in achieving statewide goals established by these two sources may be required to develop a corrective action plan as part of quality assurance.

C. METHOD OF PAYMENT

1. Payment

This is an advance cost reimbursement contract. The department agrees to reimburse the provider for allowable expenditures incurred in the delivery of services that are provided in accordance with the terms and conditions of this contract. This is a multi-year contract, and the total dollar amount will not exceed the sum of the amounts appropriated for each fiscal year. The current total contract amount will not exceed **\$9,348,325.00**, subject to the availability of funds. Specific funding sources for the contract period will be amended into this contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The following list of Schedules of Funding Sources will be amended annually, at a minimum, to reflect the funding for each fiscal year:

March 1 2004-June 30, 2004 – Attachment II: \$632,637.00

FY 2004-2005 – Attachment II-A: Subject to the availability of funds

FY 2005-2006 – Attachment II-B: Subject to the availability of funds

FY 2006-2007 – Attachment II-C: Subject to the availability of funds

FY 2007-2008 – Attachment II-D: Subject to the availability of funds

FY 2008-2009 – Attachment II-E: Subject to the availability of funds

These amounts are subject to increase or decrease according to the terms specified in paragraph C.14., Renegotiation. The provider understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources.

2. Estimated Payment

For the contract period of March 1, 2004 through June 30, 2004, the provider may request three estimated payments for the first three months up to the following amounts: March - \$155,806.00; April - \$155,806.00 and May - \$155,806.00. Thereafter, all estimated payments shall be supported by documentation of actual expenditures for the remaining period. A submission schedule for each estimated payment request is provided in paragraph C.9.

3. Cost Allocation Plan

The provider's approved cost allocation plan is the basis for preparation of the invoice for this contract. The cost allocation plan will remain in effect until a plan amendment is submitted to the contract manager and approved by the department. Plan amendments shall be submitted upon the addition of funding sources.

4. Invoice Requirements

The provider shall request reimbursement monthly by submitting a properly completed and

department approved invoice form based on the provider's approved cost allocation plan. The invoice must be dated and signed by an authorized provider representative, and submitted in accordance with the submission schedule provided in paragraph C.9. The provider shall maintain service delivery and expenditure supporting documentation as described in paragraph C.5. The invoice must be accompanied, at a minimum, by the following documentation:

- a. Transmittal letter;
- b. The approved invoice form;
- c. Supporting documentation, including:
 - 1) Integrated Child Welfare Services Information System (ICWSIS) invoice authorization report
 - 2) ICWSIS generated Other Cost Accumulator (OCA) roll-up report
 - 3) ICWSIS generated CF 188 forms properly batched and which have a completed OCA Batch Control sheet for each stack; and,
 - 4) Evidence of reconciliation of batch control sheets with OCA roll-up report and any other system utilized by the provider to complete the "Direct Service" section of the CBC invoice.

5. Service Delivery and Expenditure Documentation

The provider will maintain records that document the proper application of the cost allocation methodology as contained in the provider's department approved cost allocation plan. Prior to implementing any programmatic or fiscal change that may alter any underlying assumption or basis to the provider's department approved cost allocation plan, the provider shall submit a formal request to modify the existing plan to the department for review and approval. Documentation of all expenses incurred under this contract shall be maintained by the provider and are subject to being requested or reviewed by the department or the State Chief Financial Officer at any time during this contract. Expenditure documentation includes, but is not limited to, the following:

- a. **Salaries** - A payroll register or similar documentation shall be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. A document reflecting the hours worked times the rate of pay will be acceptable when reimbursement is being requested for individuals being paid by the hour. Time sheets for all employees shall be retained by the provider to support the payroll register entries.
- b. **Fringe Benefits** - Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- c. **Travel** - For all travel expenses, a department travel voucher, DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be maintained. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) must be maintained. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- d. **Conference Travel** - Prior approval is required in accordance with s. 112.061, F.S., and must be

certified on form DBF-AA-13 (State of Florida Authorization to Incur Travel Expense) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled *Travel*. See CFOP 40-1 for further explanation, clarification, and instruction.

- e. **Other Direct Costs** - Reimbursement will be made based on paid invoices/receipts. Documentation must be maintained to show compliance with Department of Management Services' Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.
- f. **Professional Services Fees on a Time/Rate Basis** - The supporting documentation must include a general statement of the services provided. The time period covered by the supporting documentation as well as the hourly rate times the number of hours worked must be stated. If the provider is not working 100 percent of his or her time on the contract, then payroll registers, timesheets, or a time log detailing the hours represented on the invoice is required and should be maintained as backup documentation. The State Chief Financial Officer's Office reserves the right to require further documentation on an as needed basis.
- g. **Postage and Reproduction Expenses** - Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- h. **Expenses** - Receipts are required for all expenses incurred (i.e., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature. Reimbursements will only be made for those expenditures that are allowable in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.dbf.state.fl.us/aadir/reference_guide/

6. Match Requirements

To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the provider is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The provider shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The provider must document the receipt and expenditure of the required match during each state fiscal year. Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in Exhibit A, using the format provided in Exhibit A-2.

7. Federal Audit

Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations or an incorrect claim shall be repaid to the department by the provider upon discovery.

8. Contract Renewal

This contract may be renewed for one term not to exceed three years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be

subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

9. Submission Schedule

The following schedules outline the submission of estimated payment requests and reconciliations:

For 03/01/04 through 06/30/04:

Service Month	Type of Request	Based On	Submission Date
March 2004	Estimated Pay	¼ of current fiscal year amount	March 1
April 2004	Estimated Pay	¼ of current fiscal year amount	March 15
May 2004	Estimated Pay	¼ of current fiscal year amount	April 15
June 2004	Estimated Pay	March 2004 actual expenditures	April 15
N/A	Reconciliation	Reconciliation of April 2004 actual expenditures to estimated payments	May 15
N/A	Reconciliation	Reconciliation of May 2004 actual expenditures to estimated payments	June 15
N/A	Reconciliation	Reconciliation of June 2004 actual expenditures to estimated payments	July 15
N/A	Final Expenditure Report	Reconciliation of June 2004 actual expenditures to estimated payments	August 15

For 07/01/04 through 06/30/09:

Service Month	Type of Request	Based On	Submission Date
July 04 – 08	Estimated Pay	April actual expenditures	July 1
August 04 – 08	Estimated Pay	May actual expenditures	July 15
September 04 – 08	Estimated Pay	June actual expenditures	August 15
October 04-08	Estimated Pay	July actual expenditures	September 15
November 04-08	Estimated Pay	August actual expenditures	October 15
December 04-08	Estimated Pay	September actual expenditures	November 15
January 05-09	Estimated Pay	October actual expenditures	December 15
February 05-09	Estimated Pay	November actual expenditures	January 15
March 05-09	Estimated Pay	December actual expenditures	February 15
April 05-09	Estimated Pay	January actual expenditures	March 15
May 05-09	Estimated Pay	February actual expenditures	April 15
June 05-09	Estimated Pay	March actual expenditures	May 15
N/A	Reconciliation	Reconciliation of April 2005-2009 actual expenditures to estimated payments	June 15
N/A	Reconciliation	Reconciliation of May 2005-2009 actual expenditures to estimated payments	July 15
N/A	Final Expenditure Report	Reconciliation of June 2005-2009 actual expenditures to estimated payments	August 15

10. Interest Earned on Estimated Payments

The provider must temporarily invest excess estimated payments in an insured, interest bearing account. Interest earned on these funds shall be returned to the department on a monthly basis.

11. Recoupment of Unearned Funds

Any funds that were advanced to the provider through estimated payments that are not accounted for through monthly reconciliation of actual expenditures shall be returned to the department at the end of each state fiscal year with the submission of the Final Expenditure Report reconciliation invoice.

12. Fees

No fees shall be imposed by the provider or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.

13. Third Party Payments

The funding available in this contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the provider's location or at the subcontractor's location for inspection by the department.

14. Renegotiation

The following renegotiation provisions and processes are agreed to by both parties:

- a. Section 409.1671, F.S., requires the department to transfer all available funds, including federal funds, that the provider is eligible for and agrees to earn and that portion of general revenue funds which is currently associated with the services that are being furnished under contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671 (8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, Florida Statutes, increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the provider is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. Any increases or decreases in the contract amount may be made retroactive to the effective date of contract for the initial fiscal year and to July 1 of any subsequent fiscal year. In the event a decrease requires retroactive implementation, the provider's next request for payment shall be reduced by the amount that may have been overpaid in previous requests for payment. In mutually agreed upon circumstances, the department agrees to cooperate by seeking approval of the State Chief Financial Officer for a repayment schedule.
- f. In the event an increase requires retroactive implementation, the provider may immediately submit a request for payment for the retroactive period.

D. SPECIAL PROVISIONS

1. Dispute Resolution

The parties agree to cooperate in resolving any differences in interpreting the contract or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the District Administrator of the respective parties. Upon referral to this second step, the Executive Director and the District Administrator shall confer in an attempt to resolve the issue.

If the District Administrator and Executive Director are unable to resolve the issue within ten (10) days, the District Administrator shall make a final and binding decision that best addressed the interests of all parties, subject to review of the Deputy Secretary of Operations.

2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by Certified Return Receipt mail by the US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan (Exhibit B) with the other party within 30 calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein."

3. Tangible Personal Property

The provider agrees to the requirements detailed in Attachment V, Tangible Personal Property Requirements.

4. Fidelity Bond

The provider shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider until the fidelity bond is in place and approved by the department in writing.

5. Performance Bond

The provider has ten (10) days after the execution of the contract and any contract amendments which changes the annual value of the contract to furnish a performance bond in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The bond must state the name

and principal business address of both the principal and the surety company and must contain a description of the project sufficient to identify it. The bond must be issued from a surety company that is acceptable to the department and currently has a valid Certificate of Authority issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation authorizing it to write surety bonds in the State of Florida. The bond shall be conditioned that the provider perform the contract in the times and manners prescribed therein and promptly make payments to all subcontractors and employees. No payment shall be made until the Performance Bond is in place.

Or

Irrevocable Letter Of Credit

The provider has ten (10) days after the execution of the contract to furnish an irrevocable letter of credit in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The department's Chief Financial Officer may draw under the letter of credit in the event that continuity of care is disrupted or at imminent risk of disruption due to lead agency failure, bankruptcy, or discontinuance of service. The department shall provide a minimum of three (3) business days notice in writing to the provider's Executive Director before making any draw on the letter of credit.

6. Third Parties

This contract shall not be construed as providing any enforceable right to any third party.

7. Client Files

The provider shall ensure the department's immediate access to client files and will supply copies of requested materials within one (1) working day of a request by the department unless a longer time is agreed upon between the parties.

8. Insurance

The provider agrees to maintain insurance in accordance with s. 409.1671, F.S. and any subsequent amendments thereto, and to require through contract that its subcontractors maintain insurance consistent with s. 409.1671, F. S. and any subsequent amendments thereto. The provider agrees that they will provide their own defense against actions brought against them.

9. Leasing

Private Sector Leases. The provider agrees to assume the department's private sector leased space assigned to these programs through the current term of each lease. The department agrees to initiate the assignment of the current lease(s) by preparing a lease assignment document and forwarding the document to each private sector lessor for approval. After the assignment of the lease(s) from the department, the provider shall be responsible for all future actions related to leases. In the event the provider, the department, or the lessor identifies a new tenant to occupy the provider's space in the private sector facility, the provider may vacate this space upon mutual agreement with the department.

If the private sector lessor does not agree to have the lease(s), or portion of the lease(s), assigned

to the provider, the department agrees to sublease the space to the provider through the current term of the lease(s). The department agrees to initiate the sublease of the current lease(s) by preparing a sublease document and forwarding the document to each private sector lessor for approval. In the event the department subleases space to the provider, the provider may in turn sublease the space with prior written approval of the lessor and the department. Upon expiration of the sublease(s), the provider shall be responsible for all future actions related to leases. The provider may take whatever actions it deems appropriate to enter into new leases with the same lessor or secure other space necessary to deliver the contracted services.

Upon assignment of the department's current private sector lease(s) by the provider or the expiration of the sublease with the provider, the department agrees to amend the provider's contract to include an amount equal to the department's lease costs as determined at the time of the lease assignment or expiration of the sublease(s). The provider are solely responsible for all relocation costs that may occur.

Any lease agreement negotiated by the provider shall include a provision that affords the department an opportunity to assume the provider's leased space should the provider default on its contract with the department or be terminated for cause. The provision must grant the department a minimum period of ninety (90) days during which it can make the determination of whether to assume the provider's leased space.

10. The provider shall ensure that funds designated in Attachment II as Specialized RGC Mental Health and Substance Abuse Block Grant will be expended according to Exhibit D, Use of Substance Abuse and Mental Health (SAMH) Block Grant Funds in Child Welfare Community Based Care Programs. Funds for substance abuse and mental health services are contracted by the Alcohol, Drug Abuse and Mental Health Program to the community mental health provider for Nassau County under separate contract.
11. Venue for any legal action regarding this contract will be Leon County, Florida, where the official headquarters of the Department of Children and Families is located.
12. Except to the extent permitted by s. 768.28, F.S., or other applicable Florida law, Special Provisions, Paragraphs D.4. and D.5. are not applicable to contracts executed between state agencies or subdivisions as defined in subsection 768.28(2),F.S.
13. Competitive Bidding/Related Party Transactions. In the purchase or procurement of all supplies and services relative to this contract (including the lease of space for use in the performance of this contract), the provider agrees to obtain such goods or services at the lowest practical cost, and to obtain such goods, or services by means of a system of competitive bidding which includes at least three bids.

The provider agrees that it will not purchase, lease, or other wise procure goods, services, or leased space with any officer, agent or employee of the provider or with any business entity which employs, uses, or has substantial ownership by any officers, agents, or employees of the provider, unless such purchases or other procurements are in compliance with the competitive bidding provisions above.

Further, regardless of the source of funding, the provider agrees to comply with the provisions of all applicable state or federal cost principles, or the provisions of OMB Circular A-122 where other cost principles do not apply. The provider recognizes that the above cost principles or Circular provide guidelines relative to competitive bidding and related party transactions.

14. Title IV-E of the Social Security Act. All allowable expenditures for payment of Title IV-E maintenance services shall meet the standards established in the following documents, which are hereby incorporated by reference: OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-122, Cost Principles for Non-Profit Organizations, Administration for Children and Families ACYF-CB-PA-97-01 Policy Announcement, Chapter 65C-19 F.A.C. Certification of Public Funds as Title IV-E Match, 3 APM 2, Vouchering, Child Welfare Services, and 45 CFR 1356.60.
15. Incident Reporting. When a facility employee who has client related duties is suspected of abuse/neglect, the provider agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The provider shall take appropriate personnel action to ensure the maximum protection of Department of Children and Families clients. Nothing in this section shall be construed to in any way limit or abridge the right of the Department, pursuant to Chapter 39, F.S., to restrict access to children in care by a subject of an abuse or neglect report. Additionally the provider shall maintain and implement a current written Incident Notification Procedure that includes but is not limited to compliance with the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6, and compliance with CFOP 175-85, Prevention and Services to Children Who Runaway While in Substitute Care.
16. Facility Standards. The provider agrees that any facility used in the provision of services pursuant to the contract shall comply with state and local fire and health codes, ADA standards, and all other codes which would apply if space so utilized were owned by the state.
17. Transportation of Clients. Providers who transport clients on a routine or emergency basis shall have written Transportation Policies and Procedures addressing the following:
 - a. Safety of vehicles
 - b. Safety of clients including the use of escorts or attendants, child safety seats, seat belts and restraints when necessary
 - c. Drug testing of drivers and attendants as outlined in Chapter 41.2, F.A.C., for Transportation Service
 - d. Provision addressing employee training on transportation safety procedures and First Aid.

Technical assistance with the District Transportation Coordinator on policies and procedures may be arranged through the assigned Contract Manager. A review of policies and procedures will be conducted by the department in monitoring any contract providers who provide transportation to clients.

18. Provider Emergency Preparedness Plan. Notwithstanding the provisions of section I.Z. in the standard contract, the following is required in the provisions of the provider's Emergency Preparedness Plan. For non-residential services, the plan shall include procedures for closure in an emergency situation and for notification of the County Office of Emergency Management and the media. The plan must be submitted for approval annually to the County Office of Emergency Management. An approved copy of the Emergency Plan must be submitted to the Department's Contract Manager within 30 days of contract execution. If there are no changes from the previous year's approved Emergency Plan, the provider shall submit a letter to the Department's Contract Manager within 30 days of contract execution indicating there was no change in their Emergency

Plan from the previous year. Technical assistance from the District Emergency Coordinator is available upon request from the Contract Manager.

19. In accordance with Chapter 402, F.S., the provider must comply with all of the Florida Statewide Advocacy Council and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client records, files and reports in any program, service or facility that is operated, funded, licensed or regulated by the department for the purposes of investigations and monitoring.
20. The provider agrees to comply with s. 402.24, F.S., for Recovery of Third Party Claims for Medical Services.
21. The provider agrees to comply with s. 402.17, F.S., for Claims for Care and Maintenance; Trust Property.
22. The provider will make available to the Department in-home family intervention services to provide prevention and diversion services to children and families referred by the Child Protective Investigation units.

E. LIST OF EXHIBITS

1. **Exhibit A, Performance Reports Includes A-1 through A-4**
2. **Exhibit B, Termination Contingency Transition Plan**
3. **Exhibit C, Performance Measure Terms and Methodologies**
4. **Exhibit D, Use of Substance Abuse and Mental Health (SAMH) Block Grant Funds in Child Welfare Community Based Care Programs**

**EXHIBIT A
PERFORMANCE REPORTS**

The reports identified in this Exhibit shall be completed and submitted by the provider in accordance with the listed schedule no later than 30 calendar days following the reporting period unless otherwise noted below. The current required format for such reports is identified below. The contract manager will notify the provider in writing of any changes to format or submission requirements.

Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	See Exhibit A-1. Electronic file via e-mail or Diskette	Must be completed for initial transfer of equipment, and annually thereafter.	Contract manager
Chafee Foster Care Independent Living Grant Reports	Electronic file via e-mail or Diskette	Quarterly; 20 th calendar day of the month following end of Quarter	Contract manager
CBC Personnel Report	See Exhibit A-3 Data elements only	Monthly; 10 th calendar day of the month for prior month	Contract manager
Management Plan Data Worksheet for Foster Care/Residential Group Care/Emergency Shelter	Electronic file as provided by Family Safety Program Office via e-mail	Monthly; 10 th calendar day of the month for prior month	Contract manager
Child and Family Services Report Tool	Web based, with instructions	Monthly; 5 th calendar day of the second month in which services were delivered	Contract manager
Family Support Matching Report Tool (formerly known as 3MP)	Web based, with instructions	Monthly; 5 th calendar day of the second month in which services were delivered	Contract manager
PSSF Activity Log	Exhibit A-4; with web based instructions.	Monthly, 5 th calendar day of the second month in which services were delivered	Contract manager
Adult-Adolescent Parenting Inventory 2 Pre and Post Test	Web based instructions to use for Parent Education Programs	Web based instructions	Web based instructions
PSSF Match Funds Reports	Exhibit A-2. Monthly Match Collection Report Form	Monthly; 5 th calendar day of the second month in which services were delivered	Contract manager
Child & Family Services Annual Progress and Service Report	Instructions disseminated annually from Central Office	May 15 th	Contract manager
Child & Family Services Five- Year Plan	Instructions disseminated from Central Office	May 15, 2004 and every 5 years thereafter	Contract manager
Access and Visitation Grant Statistical Report	Exhibit A-5. Access and Visitation Grant Statistical Report	Monthly; 10 th calendar day of the month for prior month	Contract manager
Adoption Services Report	Electronic file as provided by Family Safety Program Office via e-mail or diskette	Monthly; 10 th calendar day of the month for prior month	Contract manager

March 1, 2004
Nassau County Board of County Commissioners

Report Title	Format	Frequency of Report	Submit to
Agency Adoption Forms HRS-CYF Form 5039 (with related AFCARS form attached)	Electronic file via e-mail or diskette	Monthly; 10 th calendar day of the month for prior month	Contract manager
Local Program Improvement Plan Report	Electronic file via e-mail or diskette	Quarterly, 10th calendar day after the end of each quarter	Contract manager

EXHIBIT A-1

Tangible Personal Property Inventory

Nassau County Board of County Commissioners
For the period ending _____
Check here if this is final annual report ____

DCF Property Decal # (if applicable)	Description of Property	Model Number	Manufacturer's Serial Number	Date of Acquisition	Original Acquisition Cost	Property Inventory Number (if applicable)	Location	Property Disposition Transferred Replaced

[insert rows as needed]

EXHIBIT A-2

DISTRICT /REGION
MONTHLY MATCH
COLLECTION REPORT

Promoting Safe and Stable Families Grant 25% Monthly Collection Reports

DATE: _____

DISTRICT /REGION: _____

FOR THE PERIOD ENDING: _____

Total Match Required for the Contract	Cash	In-Kind
Family Support	\$ _____	\$ _____
Family Preservation	\$ _____	\$ _____
Time-Limited Family Reunification	\$ _____	\$ _____
Adoption Promotion and Support	\$ _____	\$ _____

Total match reported for this period:	\$ _____	\$ _____
---------------------------------------	----------	----------

Total \$ _____

Comments

Prepared By _____

Approved By _____

EXHIBIT A-3

CBC Personnel Report

(Data elements are the requirement for this report)

Provider: _____

Month: _____

County(ies):

--	--	--

Authorized Counselors	0	0	0
Length of Employment			
12 Months or less	0	0	0
13 to 24 Months	0	0	0
More than 24 Months	0	0	0

Counselor Positions Filled End of Month	0	0	0
--	---	---	---

Vacancy Rate	#DIV/0!	#DIV/0!	#DIV/0!
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Authorized Supervisors	0	0	0
Length of Employment			
12 Months or less	0	0	0
13 to 24 Months	0	0	0
More than 24 Months	0	0	0

Supervisor Positions Filled End of Month	0	0	0
Vacancy Rate	#DIV/0!	#DIV/0!	#DIV/0!

Total Active Cases End of Month	0	0	0
--	---	---	---

Average Counselor Caseload	#DIV/0!	#DIV/0!	#DIV/0!
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EXHIBIT A-4

Promoting Safe and Stable Families Grant
Activity Log Monthly Summary Report

Total number of hits per category spent on community facilitation and planning activities:

Family Support	_____
Family Preservation	_____
Time-Limited Family Reunification	_____
Adoption Promotion and Support Services	_____
Total	_____

Name _____

Tel # _____

Date _____

Exhibit B
TERMINATION CONTINGENCY TRANSITION PLAN

1. Both parties agree that the primary goal and guiding principle of this Transition Plan will be to ensure child safety and continuity of service to families being served during the transition period, and that mutual cooperation will be essential in achieving this goal.
2. Both parties agree that all elements of this contract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only following written agreement of both parties.
3. A Contingency Transition Plan, developed and agreed to by both parties, will include, minimally:
 - a. A proposed transition timeframe for the transfer of staff, equipment, case management services, administrative services and functions, and sub-contracted services, that is delineated by program area and geographic region. This timeframe must provide for the completion of all transition activities within **180** calendar days from the date written termination notice is received.
 - b. Identification of any additional transition services or functions required by either party, if necessary, to ensure a seamless transition in service delivery, and proposed means of implementation.
 - c. Provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to the department or the prospective or existing community-based care provider(s) to ensure continuity of service and seamless transition throughout the phase-out process.
 - d. Provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition as may be appropriate.
 - e. Provision for the orderly transfer of all contract related records from the provider to the department, including, but not limited to: client files, client demographics, financial records and back-up.
4. Within 30 calendar days following receipt of the Termination Notice, the provider shall submit to the department the following:
 - a. An updated inventory report listing all tangible personal property, Exhibit A-1.
 - b. Financial reports including, but not limited to detailed expenditures covering the period from the effective date of the contract through the month preceding the date of the Termination Notice.
 - c. A copy of all subcontracts held by the provider, copies of the most recent monitoring reports, and year-to-date expenditure reports for each.
 - d. A detailed personnel report that includes all positions funded in whole or part through this contract, vacant positions, and projected vacancies.
5. The department may waive any of the requirements of section 4. d, at its sole discretion, if information contained in reports previously submitted by the provider has not changed.
6. The provider agrees that expenditure of unencumbered contract funds or funds otherwise uncommitted by the provider prior to the Termination Notice date will not occur without prior consent of the department during the Transition Period.
7. Consistent with the provision of Section I.I. of the Standard Contract, the provider agrees to not enter into any new subcontracts related to services or functions covered under this contract without the prior written consent of the department.

Exhibit C
Performance Measure Terms and Methodologies

CBC Contract Performance Measure #1: At least 60% of children entering out-of-home care shall exit care within 12 months of the removal date.

- Data Storage:** HSsn production database and repository
- Definition:** "Out-of-Home Care" as used in this measure, includes all children in an active removal episode (between removal date and discharge date) during the period, regardless of placement type, including, but not limited to, licensed, board-paid foster care and relative care.
- Algorithm:** This measure is a percent. This methodology tracks, for 12 months, a cohort of children who entered out of home care during a quarter. The denominator is the total number of children who entered out-of-home care during the quarter, regardless of whether they left care. The numerator is the number of children included in the denominator who leave care within 12 months. The 12-month calculation is made by subtracting the removal date from the discharge date.
- Data Sources:** CBC staff enter data directly into the HomeSafenet information system.
- Data Process:** HSsn data are extracted from the HSsn production database and placed in the data repository at the beginning of each month. An HSsn report program uses the repository to produce a report "Percent of Children Exiting Foster Care within 12 Months" each quarter. The report is produced at the Statewide by District and Statewide by County levels. A change has been requested to break out the data by CBC lead agencies and sheriffs. Until that is done, data from some county-level reports are aggregated to calculate performance for CBCs within a Region or District. Online user documentation is available in HSsn. Written report specifications are available upon request.

Contract Performance Measure #2: At least 97% of the children served shall not be abused or neglected during the provision of services.

- Data Storage:** HSsn production databases and repository
- Definition:** "Abused or neglected" includes child protective investigations which result in documented findings of "verified," or "some indicators" and includes both actual harm, resulting from abuse or neglect, and threatened harm, but does not include "special conditions." "In-home services," as used in this measure, includes children receiving ongoing services who at any time during the quarter were active in a case, but not at the same time active in a removal episode. "Out-of-Home Care" as used in this measure, includes all children in an active removal episode (between removal date and discharge date) during the quarter, regardless of placement type, including, but not limited to, licensed, board-paid foster care and relative care. This includes children who at any time during the reporting period were active in a case, and at the same time, active in a removal episode.
- Algorithm:** This measure is a percent. The numerator is the number of children receiving in-home services or in out-of-home care whose cases were active during the calendar quarter who had no abuse reports with maltreatment findings of "verified" or "some indicators" with an incident date that is during the reporting period. The denominator

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is the total number of children receiving in-home or out of home services during the reporting period. The report is generated 60 days after the end of each quarter. Annual performance is calculated as the average of the 4 quarters in the state fiscal year.

Data Sources: Hotline staff enter abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings, into the HomeSafenet database. CBC staff enter case management data into the HomeSafenet database.

Data Process: HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program will use repository data to produce a report. Although an HSn-CSA report has been requested for this measure, layouts and specifications have not been developed. Online user documentation will be available in HSn. Written report specifications will be available upon request.

Contract Performance Measure #3: At least 95% of the children served shall have no findings of child maltreatment, within six months of closure from services.

Data Storage: HSn production database and repository

Definition: "Maltreatment" includes both actual harm, resulting from abuse or neglect, and threatened harm. Child protective investigators conduct investigations of maltreatment reports and document findings of "verified," "some indicators" or "no indicators." "Closure from services" includes closure of the entire case (all subjects) or termination of services for the child, even though the case remains open.

Algorithm: This measure is a percent. The numerator is the number of children whose services were terminated during the reporting period who had no abuse reports with maltreatment findings of "verified" or "some indicators" with the incident date being within six months after termination of services. The denominator is the total number of children terminated from services during the reporting period.

Data Sources: Hotline staff enter abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings and perpetrator relationships, into the HomeSafenet database. CBC staff enter case management data into the HomeSafenet database.

Data Process: HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program will use the extract to produce a report to measure performance. Online user documentation will be available in HSn. Written report specifications will be available upon request.

Contract Performance Measure #4: The number of finalized adoptions shall be at least 247 for the district and 12 for fiscal year 2003-2004 for Nassau County. As of 12/31/03, the number of finalized adoptions for the district is 144 and for Nassau County 1.

Data Storage: HSn production database and repository

Definition: For purposes of this measure, "legally available for adoption" means children whose (1) parents' parental rights have been terminated by the court, and (2) goal is adoption. This group includes both (1) children who are awaiting placement in adoptive homes, and (2) children who have been placed in adoptive homes, under supervision, but the adoption has not been finalized.

Algorithm: Count of adoptions finalized during the 03/04 fiscal year. Currently tracked based on monthly performance; compare to trend line needed to reach target.

Data Sources: CBC staff enter data directly into the HomeSafenet information system.

Data Process: HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. (1) The Office of Family Safety Data Support Unit will use the repository to produce an ad hoc report each year to count the number of children available for adoption on July 1. (2) The quarterly number of finalizations will be taken from the existing HSn report "Children Adopted within 24 Months," using repository data each quarter. This report also gives cumulative totals for the federal fiscal year. Another version of this report may be developed with cumulative totals for the state fiscal year. Online user documentation is available in HSn. Written report specifications are available upon request.

Contract Performance Measure #5: The number of children in Out-of-Home Care will not exceed 88 on June 30, 2004.

Data Storage: HSn production database and repository

Definition: "Out-of-Home Care" as used in this measure, includes all children in an active removal episode (between removal date and discharge date) during the period, regardless of placement type, including, but not limited to, licensed, board-paid foster care and relative care.

Algorithm: Count of children in out-of-home care on 6/30/04. Currently tracked based on monthly performance; compare to trend line needed to reach target. This measure may sunset, or be revised, 6/30/04.

Data Sources: CBC staff enter data directly into the HomeSafenet information system.

Data Process: The HSn "Children in Out-of-Home care by Time in Care (Primary Worker)" report is produced each month and used to provide the performance data for this measure.

Contract Performance Measure #6: 100% of missing child tracking forms will be completed by the end of the next business day after runaway episode.

Data Storage: Missing Children Tracking System (MCTS)

Definition: "Missing Child Reporting Forms" are entered and submitted electronically for children under the supervision of the department that have been determined to be missing and includes runaways, parental abductions and endangered children. Forms are to be completed and entered on the website by close of business the following business day after the child is determined missing.

Algorithm: This measure is a percent. The numerator is the total number of children reported missing by the end of the next business day during the month in which the Missing Child Reporting Form (MCRF) was completed and entered on the website and includes children reported as endanger, parental abductions and runaways. The denominator is the total of Missing Child Reporting Forms completed and entered on the website within the specified timeframes.

Data Sources: The designated data entry operator will enter and submit the Missing Child Reporting Forms.

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Data Process: Data for the monthly report will be extracted from the Missing Children Tracking System (MCTS) and a statewide report will be provided to the districts/regions on a monthly basis.

Contract Performance Measure #7: The average number of new runaway episodes per month will not exceed 1.

Data Storage: Missing Children Tracking System (MCTS)

Definition: Runaway episodes are defined as a dependent child in the custody of the state and under the supervision of the department that has been determined to have run from his or her placement, has been gone for over 4 hours and the child's location is unknown. No distinction is made between children in state custody for licensed placement, those in relative care and those receiving in-home services.

Algorithm: Sum of new runaway episodes each month divided by the number of months elapsed in the fiscal year. Currently tracked based on monthly performance; compare to trend line needed to reach target.

Data Sources: The designated data entry operator will enter and submit the Missing Child Reporting Forms.

Data Process: Data for the monthly report will be extracted from the Missing Children Tracking System (MCTS) and a statewide report will be provided to the districts/regions on a monthly basis.

Contract Performance Measure #8: The lead agency must have an overall satisfactory rating on the Family Safety Quality Assurance review, including the following:

1. Achieve substantial conformity on five of the seven child and family outcomes related to safety, permanency and well-being; and
2. Achieve substantial conformity on four of the six designated systemic factors; and
3. Pass the Title IV-E Eligibility section of the review.

Data Storage: Excel

Definition: "Substantial conformity" means that performance meets the national and state standards for those outcomes or criteria for which standards are established. "Designated systemic factors" means all systemic factors except agency responsiveness to community. The review follows the framework established by the federal Child and Family Services Review (CFSR) and the Title IV-E Eligibility Reviews. However, the approach is being modified so that lead agencies are accountable for meeting only those standards that are reasonably within the control of lead agencies. For example, Item 1 of the CFSR is "Timeliness of investigations of reports of child maltreatment," clearly not within the control of lead agencies. Another example is that when evaluating the Information System systemic factor, the focus will be on data quality, not the design of the system.

Algorithm: This measure gives an overall rating of "satisfactory" or "unsatisfactory" on the Family Safety Quality Assurance review.

Data Sources: QA and peer reviewers recording findings based on case file reviews and stakeholder interviews.

Data Process: Two reviews will be conducted during the fiscal year. The first will be a peer review conducted by the District or Region (Tier 2 review) in July through October. The

March 1, 2004

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second review will be a joint Tier 2 and Tier 3 review that mirrors the federal Child and Family Services Review (CFSR) and the Title IV-E Eligibility Reviews. It will include both a peer review conducted by the District or Region and a validation review conducted by central office QA staff in November through February, with final reports completed by March 31.

Exhibit D

**Use of Substance Abuse and Mental Health (SAMH)
Block Grant Funds in
Child Welfare Community-Based Care Programs**

- A. Providers shall ensure that funds designated in Attachment II inclusive of II-A through II-E as Specialized RGC Mental Health and Substance Abuse Block Grant will be expended in accordance with 45 CFR Part 96, the State of Florida's Mental Health Block Grant application, the State of Florida's Substance Abuse Block Grant application, the terms and conditions of the block grant awards, and additional requirements contained in this exhibit.

1. Eligible Clients

These funds are to be used for clients of the Department of Children and Families' child protection system identified within this contract, and having any of the following characteristics:

- a. Children with extraordinary needs as provided in s. 409.1676, F.S.
 - b. Children and their parents, family members, or caretaker identified as in need of substance abuse treatment or at risk of abusing substances.
 - c. Children who are in one of the defined children's mental health target populations and their immediate family.
- B. The clients to which these funds are directed may be either Medicaid eligible or not eligible. If a client is eligible for Medicaid, and the service received is Medicaid billable, then these funds may not be used to furnish such services that can be reimbursed by Medicaid. If a client is not eligible for Medicaid then the full range of services described below is appropriate for use of these funds.

Clients must be enrolled as Mental Health or Substance Abuse clients per the procedures of CFP 155-2, SAMH Measurement and Data, except for individuals participating in substance abuse selective prevention programs. Therefore, these funds cannot be used for services provided to clients who do not meet the SAMH enrollment criteria.

1. Eligible Services

No administrative functions shall be paid with these funds; these funds are for direct services only. Services shall be provided in support of a child's permanency plan. Funds shall not be used in the following circumstances: for inpatient hospital services, for cash payments to intended recipients of health services, for financial assistance to private for profit entities, for individuals with hypodermic needles or syringes.

2. Substance Abuse Services provided may include:

- a. Primary prevention - comprehensive evidence-based programs which include an array of prevention strategies directed/targeted to particular individuals not identified to be in need of treatment.
- b. Therapeutic interventions for parents attempting to regain custody of their children which may address issues of relationships, sexual and physical abuse and parenting.

- c. Direct substance abuse treatment services including: assessment, intervention, detoxification, outpatient counseling, residential treatment programs, and day/night programs.
 - d. Continuing education to facility service employees in substance abuse and prevention.
 - e. Overlay or wrap-around services to enhance group care services to support keeping children in a group care setting.
- C. Substance abuse treatment services shall be provided consistent with the American Society of Addictive Medicine (ASAM) Patient Placement Criteria.
1. **Mental Health Services** may include Non Medicaid reimbursable specialized outpatient treatment, non-traditional services and family supports for children identified with or at risk of an emotional disturbance. Traditional and non-traditional services and supports must be part of the child's coordinated treatment plan to address the child's mental health needs. These services may include,
- a. Specialty treatment, including family therapy, not available through Medicaid,
 - b. Therapeutic respite, special camps and after school programs that include treatment focused activities,
 - c. Enrollment and support for participation in non-traditional activities including arts, music, sports, and community programs, and
 - d. Mental health treatment including assessment, intervention, outpatient, and in home therapy and supports not reimbursable by Medicaid.

For children who have received a comprehensive behavioral health assessment for mental health, this assessment should be used as the basis for these services.

Funds shall not be used for deep end residential treatment or fixed capital outlay.

2. **Eligible Settings**

Funds shall be used in relation to specialized residential group care. This includes services for children in group care, or services to children in other care settings where the intent is to avoid or shorten residential placement in pursuit of permanency goals.

3. **Contracting and Invoicing**

Funds shall be contracted to licensed substance abuse providers and mental health providers with current DCF contracts. No financial assistance will be provided to any entity other than a public or nonprofit entity. If these funds are used via subcontract, the provider shall ensure the subcontractor complies with all requirements.

4. **Data and Recordkeeping**

Expenditures from these funds shall be recorded as per Attachment 1, Part C.

The substance abuse and mental health provider directly delivering services using these funds shall:

- a. Record SAMH client demographic, service event, and performance data as per CFP 155-2. Data must be submitted electronically to the SAMH Data Warehouse or to the SAMH ONE Family by the 15th of each month.
- b. Send appropriate fiscal information to DCF district staff.
- c. Record child welfare client data in HomeSafenet as per Attachment 1, B. 1. A. (7).

ATTACHMENT II
Schedule of Funding Sources
FY 2003- 2004

General Revenue	164,885
Administrative Trust Fund	5,446
Tobacco Settlement Trust Fund	72,114
Operations and Maintenance Trust Fund	12,338
Temporary Aid to Needy Families – MOE	33,964
High Risk Newborn	1,133
Social Services Block Grant	4,814
Social Services Block Grant 2	43,526
Child Abuse Prevention and Treatment Act	2,289
Title IV-E Adoption	47,788
Title IV-B	11,839
Title IV-B	11,839
Promoting Safe and Stable Families	14,427
Chafee Foster Care Independence Program	15,794
Medicaid Administration	1,034
Medicaid Administration	
Title IV-E Foster Care	120,029
Temporary Assistance to Needy Families	81,217
Grand Total	632,637

ATTACHMENT II-A
Schedule of Funding Sources
FY 2004- 2005

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ATTACHMENT II-B
Schedule of Funding Sources
FY 2005- 2006

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ATTACHMENT II-C
Schedule of Funding Sources
FY 2006- 2007

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ATTACHMENT II-D
Schedule of Funding Sources
FY 2007- 2008

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ATTACHMENT II-E
Schedule of Funding Sources
FY 2008- 2009
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ATTACHMENT III

Information System Requirements

Compatibility and Access

The department presently maintains information in the HomeSafenet Information System (formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Integrated Child Welfare Services Information System (ICWSIS). The provider must enter data into and retrieve data from these applicable systems. The provider shall have limited access to the Florida Abuse Hotline Information System (FAHIS). In accordance with Florida Statutes, Florida Administrative Code and departmental 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 ch. 119, F.S. or any associated Florida Administrative Code and departmental standards and procedures, 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, the department 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. The department may require the provider to accurately complete a self-audit questionnaire relating to the electronic information systems the provider and any subcontractors or affiliates participating under this contract use. 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 the department may also be monitored by department 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 including but not limited to those listed in Attachment IV.

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

Liability for System Failure

The department is not liable to the provider for a failure of any of the department's systems or for the degradation or disruption of any connection or system. Provider loss or diminution of access to the department's systems for any reason shall not excuse the provider from its obligations under this contract. The length of time of a department system failure will be calculated in working days. The provider shall be held accountable for late data input due to a department systems failure of less than one working day. Department systems failure of more than one working day shall be calculated as follows: For each

additional working day of department systems failure the provider shall have two working days for data input before they are held accountable for late data input.

Integrated Child Welfare Service Information System

The provider shall enter data into ICWSIS within 48 hours to indicate changes in a child's living arrangements or legal status or changes made to a foster home's status.

HomeSafenet Requirements

HomeSafenet Information System (HomeSafenet) is the department's system of record for all casework. The provider specifically agrees that HomeSafenet will always contain the most current and the most accurate information regardless of any other systems employed.

The provider specifically agrees to collect, enter and maintain all data to meet HomeSafenet requirements in accordance with HomeSafenet policies and procedures including timeliness criteria.

Caseworkers shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within HomeSafenet.

The provider is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to HomeSafenet for subsequent releases. This includes data entered before the provider assumed responsibility for services. The provider is also responsible for any manual data conversion activities required. If additional funds are made available to the Region for this purpose, a proportionate amount will be added to this contract for a similar level of effort.

Joint Application Development (JAD) Sessions and Testing. The provider shall participate in JAD sessions and acceptance testing during the development of HomeSafenet. The provider shall be responsible for any travel costs associated with attendance at these sessions.

Application Training. The provider shall participate in application training for use of the system, as required during the deployment of future HomeSafenet functionality. The provider shall be responsible for any travel costs associated with attendance at these training sessions.

Site Survey. The provider agrees to allow the department to conduct a site survey to determine needs related to the implementation of HomeSafenet at the provider's site(s). The department agrees to determine the resources needed to equip the provider's staff and in evaluating site security requirements.

Equipment. The provider may not use equipment provided by the department and purchased with HomeSafenet funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the department's federally approved cost allocation plan for HomeSafenet. HomeSafenet computer equipment shall not be transferred, replaced or disposed of by the provider without prior permission of the contract manager.

Information Technology Support

The purpose of this section is to define the areas of Information Technology (IT) support and responsibility between the provider and the department's Region Management Information Systems. Certain conditions based on physical location of the provider staff, department staff, ownership of the building leases and ownership of the facility LAN and WAN connections will impact the specific IT support for the provider.

With respect to IT support for provider staff located in a department facility, where the Local Area Network and Wide Area Network connections are controlled by the department, the following will be supported:

Department staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the department to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

The department agrees to provide PC Software and Security access assistance to the provider staff only for state-owned applications. Example: Novell, FAHIS, HSN and Adoption Exchange. The provider shall provide PC Software and Security access assistance to the provider staff for non state-owned applications.

The department's Office of Information Systems Customer Assistance Center in Tallahassee will be the Tier One or initial contact for support on provider computer issues. The department's Region MIS office will be Tier 2 support. All IT support will be documented by means of a generated work order by the department.

Any installation of any type of Network Server on a department LAN must be approved by the department's Region Information Systems Director.

With respect to IT support for provider staff located in a provider facility where the Local Area Network and Wide Area Network connections are controlled by the provider, the following will be supported:

The department agrees to coordinate with the provider MIS staff in the installation, configuration and security access to any state owned application(s). The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

Provider staff may optionally call the Customer Assistance Center in Tallahassee for first line of support, or they can call their own provider network helpdesk support first.

Provider staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the provider to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The provider shall provide PC Software and Security access assistance to the provider staff for only provider-owned applications

Attachment IV

AUTHORITY AND REQUIREMENTS

The provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time, that do or may affect the subject areas of this contract. Authorities include, but are not limited to the following:

I. PROGRAMMATIC AUTHORITY (FEDERAL)

- A.** Federal foster care services: Social Security Act, Title IV-B and Title IV-E, as amended (42 U.S.C. 670-679a; 45 C.F.R. 1355-1357); P.L. 96-272, Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 670, et seq.); P.L. 100-485, Family Support Act of 1988 (42 U.S.C. 602; 42 U.S.C. 1396a; 45 C.F.R. 92.32 Uniform Requirements for Grant and Cooperative Agreements Equipment; 45 C.F.R. 95, 204-206, 233, 234, 260); P.L. 103-382, S. 551, The Multiethnic Placement Act of 1994 (MEPA); P.L. 104-188, S. 1808, Removal of Barriers to Interethnic Adoption; P.L. 105-89, Adoption and Safe Families Act of 1997; P.L. 106-169, Foster Care Independence Act of 1999.
- B.** Federal child welfare services: Social Security Act, as amended; Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 620-628a; 45 C.F.R. 1355-1357).
- C.** Federal family preservation and support services: Social Security Act, as amended (42 U.S.C. 629-629e; 45 C.F.R. 1355-1357).
- D.** The provider shall ensure compliance with Title IV-B of the Social Security Act, Title IV-E of the Social Security Act, Social Services Block Grant (SSBG), Title XIX (Medicaid), and Temporary Assistance for Needy Families (TANF).
- E.** Federal Indian Child Welfare Act of 1978, 25 U.S.C. 1901 et seq.
- F.** Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

II. FLORIDA STATUTES

Applicable Florida Statutes as amended from time to time including, but not by way of limitation:

A. Child Welfare/ Community-Based Care Program

- CH 39 Proceedings Relating to Children
- CH 61 Dissolution of Marriage; Support; Custody
- CH 63 Adoption
- CH 383 Maternity And Infancy Hygiene
- CH 391 Children's Medical Services
- CH 393 Developmental Disabilities
- CH 402 Health And Human Services: Miscellaneous Provisions
- CH 409 Social And Economic Assistance
- CH 411 Handicap Or High-Risk Condition Prevention And Early Childhood Assistance
- CH 414 Family Self-Sufficiency
- CH 415 Adult Protective Services
- CH 435 Employment Screening

- CH 455 Business And Professional Regulation: General Provisions
- CH 490 Psychological Services
- CH 491 Clinical, Counseling, And Psychotherapy Services
- CH 743 Disability Of Nonage Of Minors Removed
- CH 760 Discrimination In The Treatment Of Persons; Minority Representation
- CH 827 Abuse Of Children

B. Substance Abuse and Mental Health Services

- CH 381 Public Health: General Provisions
- CH 386 Particular Conditions Affecting Public Health
- CH 394 Mental Health
- CH 397 Substance Abuse Services
- CH 458 Medical Practice
- CH 459 Osteopathic Medicine
- CH 464 Nursing
- CH 465 Pharmacy
- CH 499 Drug, Cosmetic, And Household Products
- CH 553 Building Construction Standards
- CH 893 Drug Abuse Prevention And Control

C. Department Management Services

- | | |
|-----------------------|---|
| Section 112.061 | Per diem and travel expenses of public officers, employees, and authorized persons. |
| Section 112.3185 | Contractual services. |
| CH 120 | Administrative Procedures Act. |
| Section 215.422, F.S. | Warrants, vouchers, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance. |
| Section 255.0515 | Bids for state contracts; substitution of subcontractors. |
| CH 287 | Procurement Of Personal Property and Services. |
| CH 815 | Computer-Related Crimes. |

D. Statewide Requirements

- | | |
|---------------------|--|
| Section 23.30, F.S. | Florida Customer Service Standards Act |
| Chapter 119 | Public Records |
| Chapter 282 | Communications and Data Processing |
| Chapter 815 | Computer-Related Crimes |

III. FLORIDA ADMINISTRATIVE CODE (RULES)

A. Child Welfare/ Community-Based Care Program

- 65C-6 Domestic Violence
- 65C-7 Specific Standards For Child Protection Teams
- 65C-8 Sexual Abuse Treatment Program
- 65C-9 Alien Children
- 65C-10 Child Protective Investigations
- 65C-11 Protective Services

- 65C-12 Emergency Shelter Care
- 65C-13 Substitute Care Of Children
- 65C-14 Group Care
- 65C-15 Child-Placing Agencies
- 65C-16 Adoptions
- 65C-17 Master Trust
- 65C-20 Family Day Care Standards and Large Family Child Care Homes
- 65C-21 Subsidized Child Care
- 65C-22 Child Care Standards
- 65C-23 WAGES Hardship Exemption and Prevention Services
- 65C-24 Relative Caregiver
- 65C-25 Specialized Child Care Facilities for the Care of Mildly-Ill Children

E. Substance Abuse and Mental Health Services

- 65E-4 Community Mental Health Regulation
- 65E-5 Mental Health Act Regulation
- 65E-10 Psychotic and Emotionally Disturbed Children - Purchase of Residential Service Rules
- 65E-12 Public Mental Health, Crisis Stabilization Units, Short-Term Residential Treatment Programs
- 65E-14 Community Alcohol, Drug Abuse and Mental Health Services - Financial Rules
- 65E-15 Continuity of Care Case Management
- 65E-20 Forensic Client Services Act Regulation

IV. CHILD WELFARE/ COMMUNITY-BASED CARE OPERATING PROCEDURES:

The Lead Agency and its subcontractors will be responsible for adhering to the most recent version of the following Operating Procedures. The Lead Agency may develop operating procedures to be approved by the department equivalent to the following subjects within 60 days from the implementation of the services contract. In the interim, the lead agency must follow the department's equivalent operating procedures.

- CFOP 15-12 Procedures for Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation Report
- CFOP 30-5 Cases Requiring Entry of a Final Order
- CFOP 60-11 Policy On Domestic Violence, Chapter 1
- CFOP 60-52 Employees as Guardians Ad Litem
- CFOP 175-15 Child Welfare Legal Services
- CFOP 175-16 Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
- CFOP 175-17 Child Death Review Procedures
- CFOP 175-18 Child Care Training
- CFOP 175-19 Administrative Fines for False Reporting of Abuse, Neglect and Abandonment
- CFOP 175-20 Child Protection Teams and Sexual Abuse Treatment Programs
- CFOP 175-21 Investigative Response
- HRSOP 175-22 Diligent Search
- CFOP 175-23 Case Supervision in Initial Responses/Assessments Involving Shelter Care
- CFOP 175-24 Predisposition Study
- CFOP 175-25 Additional and Supplemental Reports
- HRSOP 175-26 Confidentiality of Children and Families Records
- CFOP 175-28 Allegation Matrix
- CFOP 175-29 Temporary Assistance for Needy Families (TANF) Funding for Services

HRSOP 175-33	Out-Of-Town Inquiries
CFOP 175-34	Removal and Placement of Children
CFOP 175-36	Reports and Services Involving Indian Child
CFOP 175-37	Sharing Records With Children
CFOP 175-38	Reunification
CFSOP 175-39	Change of Custody
CFOP 175-40	Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
CFOP 175-41	Family Assessment
CFOP 175-42	Case Chronological Documentation
CFOP 175-43	Courtesy Supervision
CFOP 175-44	Services to Refugee and Entrant Unaccompanied Minors
CFOP 175-45	Assessment of Florida Abuse Hotline Information Referrals
CFOP 175-46	Duplicate and Sequence Merges
CFOP 175-47	Termination of Services - General
CFOP 175-48	Transfer of Cases Within and Between Districts
CFOP 175-49	Reports Involving Allegations of Medical Neglect of an Infant with a Life Threatening Condition
CFOP 175-50	Visitation and Other Contact with Children in Shelter
CFOP 175-51	Manual Expunction of Florida Abuse Hotline Information System Records
CFOP 175-52	Relicensing Child-Placing Agencies
CFOP 175-54	Interstate Compact on the Placement of Children
CFOP 175-55	Priority Placement under the Interstate Compact on the Placement of Children
CFOP 175-56	Reports Involving Families Residing on Federal Property
CFOP 175-57	Caller Identification
CFOP 175-58	Relicensing of Family Foster Homes and Emergency Shelter Care Homes
CFOP 175-59	Master Trust for Benefit of Family Safety and Preservation Program Clients
CFOP 175-60	State Institutional Claims for Damages Caused by Shelter or Foster Child
CFOP 175-61	Exit Interviews for Children in Shelter/Foster Care
CFOP 175-62	Expediting Permanency for Abandoned Infants
CFOP 175-64	Family Foster Home Waivers
CFOP 175-67	Finalized Adoption Cases and Automated System Client Identifiers
CFOP 175-69	Hospital/Emergency Room Child Abuse Reports
CFOP 175-70	Funeral Arrangements for Children in Foster Care
CFOP 175-71	Title IV-E Foster Care and Adoption Subsidy
CFOP 175-72	New Children In Families With Active Investigations Or Case Services Or Where Involuntary Termination Of Parental Rights Has Occurred In The Past
CFOP 175-76	Employees Involved In Reports Of Abuse, Neglect, Abandonment Or Exploitation
CFOP 175-77	WAGES/Hardship Exemption - Substitute Care Review
CFOP 175-79	Relative Caregiver Program
CFOP 175-80	Independent Living Services (Ages 16 to 21)
CFOP 175-81	Subsidized Independent Living (SIL)
CFOP 175-83	Identification of Children
CFOP 175-85	Prevention, Reporting and Services To Missing Children
CFOP 175-86	Dependency Court Intervention In Cases Of Abuse Or Neglect By Non-Custodial Parents

- CFOP 175-88 The Prevention And Placement Of Child Victims And Aggressors Involved In Child-On-Child Sexual Abuse, Sexual Assault, Seduction Or Exploitation In Substitute Care
- CFOP 175-89 Filing Of Petition For Release Of Abuse Records To The Public
- CFOP 175-90 "Extraordinary Circumstances" For Extension Of Case Plans
- CFOP 175-91 Abuse And Neglect Clearance Of Informal Child Care Providers
- CFOP 175-93 TANF Uses in Family Safety
- CFOP 175-94 Direct Access To Information for Background or Criminal History Checks for Investigations, Emergency Placements, and Out of the Ordinary Circumstances
- CFOP 175-96 Coordination of Services Including Mental Health and Substance Abuse Services for Youth in the Care and Custody of DCF and Served by the DJJ
- CFOP 215-6 Incident Reporting and Client Risk Prevention

V. MISCELLANEOUS

A. Department of Children and Families Operating Procedures

- CFOP 15-4 Records Management
- CFOP 75-2 Contract Management System for Contractual Services
- CFOP 75-8 Contract Monitoring
- CFOP 125-1 Community Resources/Volunteer Management
- CFOP 155-10 Mental Health Services for Children in the Custody of the Department

B. Information Systems Operating Procedures

- CFOP 50-2 Security of Data and Information Technology Resources
- CFOP 50-7 Policy on Enhanced Workstations and Statewide Office Automation Standards.
- CFOP 50-6 Security
- CFOP 50-9 Policy on Information Resource Requests

C. Federal Cost Principles (www.whitehouse.gov/omb/circulars/index.html)

- OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-122 Cost Principles for Non-Profit Organizations
- OMB Circular A-133, as amended Audits of States, Local Governments, and Non-Profit Agencies

ATTACHMENT V

Tangible Personal Property Requirements

1. Definitions.

a. As used in this section, "property" includes:

- (1) Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more, and the expected useful life of which at the time of transfer or purchase is one (1) year or more.
- (2) All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.

b. As used in this section, "motor vehicles" includes any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

2. Transferred Property.

If this contract is preceded immediately by a Community-Based Care start-up contract, the closeout inventory that was completed no later than 30 calendar days before the completion or termination of the Community-Based Care start-up contract shall be used as the beginning inventory for this services contract.

- a. Before transferring property to the provider from the department, all property to be transferred shall be inventoried, and the inventory shall be agreed upon and signed by both parties. The property decal for each property item shall be removed by the department prior to transfer. The department shall be responsible for adjusting the department's property records to reflect this transfer and change of ownership.
- b. The agreed upon inventory shall include, at a minimum, the property decal number, a description of the property, model number, manufacturer's serial number, date of acquisition, original acquisition cost and location.
- c. Annually thereafter, the provider shall submit to the department a complete inventory of all property transferred to the provider from the department. This includes the closeout inventory that was completed no later than 30 days before the completion or termination of the Community-Based Care start-up contract. The inventory shall include all data elements described in 2.b. above, and clearly reflect any replacement or disposition of the property.
- d. If the original acquisition cost of a property item is not available at the time of transfer, an estimated value shall be agreed upon by both parties and that value shall be used in place of the original acquisition cost.

3. Property Items Purchased by Provider.

- a. If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all such property, and on an annual basis, the provider shall submit a complete inventory of all such property to the department.
- b. The inventory shall include, at a minimum, a description of the property, model number, manufacturer's serial number, acquisition date, original acquisition cost, current location, and clearly reflect any replacement or disposition of the property. Provide funding source and information needed to calculate the federal and/or state share of its cost, if applicable.

4. Disposition.

If the provider replaces or disposes of property transferred to or purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property on the provider's annual inventory as required by paragraphs 2.c. and 3.b.

5. Termination.

- a. The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all property transferred to or purchased by the provider.
- b. The closeout inventory shall contain, at a minimum, the same annual inventory information required by paragraphs 2.c. and 3.b.
- c. Title (ownership) to all property transferred to or purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. Upon return to the department, all property must be in good working order. The provider hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title. Property items purchased with funds from the federal Chafee Foster Care Independence Program and given to Chafee eligible youth shall remain with the client and shall not be vested in the department.
- d. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not returned to the department upon completion or termination of this contract.

6. General.

- a. All inventories required by these sections shall be updated and accurate to the date of inventory certification.
- b. During the term of this contract, the provider is responsible for insuring all property transferred to or purchased by the provider pursuant to this contract and for maintaining such property in good working order.
- c. The provider hereby agrees to indemnify the department against any claim or loss arising out of the operations of any motor vehicle transferred to or purchased by the provider pursuant to this contract.

ATTACHMENT VI

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of Financial Services or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, 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. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)

- B. Department of Children & Families
ASFMI
Building 2, Room 301
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census

1201 East 10th Street
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

PART IV: RECORD RETENTION

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

ATTACHMENT VII

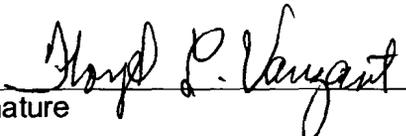
CERTIFICATION REGARDING LOBBYING

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 paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



Signature

February 23, 2004

Date

Floyd L. Vanzant

Name of Authorized Individual

DJ992

Application or Contract Number

Nassau County Board of County Commissioners, P.O. Box 1010, Fernandina Beach, Florida 32035

Name and Address of Organization



Jeb Bush
Governor

Lucy D. Hadi
Secretary

January 31, 2005

Mr. Ansley N. Acree
Chairman
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035

Re: Contract # DJ992

Gentlemen:

Please find attached the fully executed original of the Amendment #2 for DJ992. The amendment is effective January 20, 2005 which was the date the amendment was signed by both parties.

Should you have questions or concerns, please contact me at (904) 726-1541.

Sincerely,

Gaye Harris
Contract Manager
District 04 Contract Management Unit
5920 Arlington Expressway
Jacksonville, Florida 32211

cc: Contract File, John A. Crawford, Michael Mullin, Judith K. Dey,
Karen Hurbean

CONTRACT BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SECOND AMENDMENT

THIS AMENDMENT is entered into between the State of Florida Department of Children and Families, hereinafter referred to as the "department" and Nassau County Board of County Commissioners, hereinafter referred to as the "provider".

The department wishes to amend contract DJ992 entered into between said parties on March 1, 2004, and last amended on June 29, 2004, for the period March 1, 2004 through February 28, 2009. The purpose of this amendment is to replace Attachments I through VII with new Attachments I through IX and make technical changes, as follows:

- I. Page 1, Standard Contract, Section I., Paragraph D. 2., under Audits, Inspections, Investigations, Records and Retention, is hereby amended to read:

"2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department. Records shall be retained for periods longer than six (6) years when required by law."

- II. Page 2, Standard Contract, Section I., Paragraph D. 8., under Audits, Inspections, Investigations, Records and Retention, is hereby deleted.

- III. Page 2, Standard Contract, Section I., Paragraph F. 1., under Indemnification, is hereby amended to read:

"1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof."

- IV. Page 3, Standard Contract, Section I., Paragraph M. 3., under Civil Rights Requirements, is hereby added to read:

"3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of section 287.134, F.S."

- V. Pages 4 and 5 in Section I of the Standard Contract, the paragraphs that were formerly labeled "T" through "Z" are revised to be labeled "U" through "AA".

- VI. Page 4, Standard Contract, Section I., Paragraph T., is hereby amended to read:

"T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions."

- VII. Page 4, in Section I of the Standard Contract, the newly labeled Paragraph U., Patents, Copyrights, and Royalties, is hereby amended to add the following subparagraph 5:

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

- VIII. Page 5, Standard Contract, Section II., Paragraph A., Contract Amount, is hereby amended to read:

"A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$9,348,325.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract."

- IX. Pages 6 and 7, Standard Contract, Section III., Paragraphs E. 3. and E.4., under Official Payee and Representatives (Names, Addresses and Telephone Numbers), are hereby amended to read:

"3. The name, address, and telephone number of the contract manager for the department for this contract is:

Gaye Harris
District 4 Contract Management Unit
5920 Arlington Expressway
Jacksonville, Florida 32211
(904) 726-1541

4. The name, address, and telephone number of the representative or the provider responsible for administration of the program under this contract is:

Judith K. Dey
86004 Christian Way
Yulee, Florida 32034
(904) 548-4850 ext 3510 ”

X. Page 7, Standard Contract, Section III., Paragraph F., under All Terms and Conditions Included, is hereby amended to read:

“This contract and its attachments, Attachments I through IX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.”

XI. Page 7, Standard Contract, signature block, second paragraph is hereby amended to read as follows:

“IN WITNESS THEREOF, the parties hereto have caused this 100 page contract to be executed by their undersigned officials as duly authorized.”

XII. Pages 8 through 65, Attachments I through VII, are hereby deleted in their entirety. Pages 8 through 100, Attachments I through IX, attached hereto, are inserted in lieu thereof. The new Attachments I through VII and Attachment IX are dated 11/10/04 and Attachment VIII is dated 12/12/04.

This amendment shall be effective on December 30, 2004 or the date signed by both parties, whichever is later.

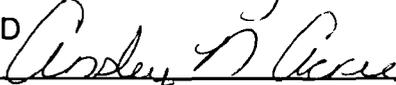
All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 97 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: Nassau County Board of County Commissioners

PRINT NAME: Ansley N. Acree

SIGNED
By: 

Name: Ansley Acree

Title: Chairman, Board of County Commissioners

Date: 1/12/05

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

PRINT NAME: NANCY DREICER

SIGNED
By: 

Name: Nancy Dreicer

Title: District Administrator

Date: 1/20/05

PRINT NAME: John A. Crawford

SIGNED
By: 

Name: John Crawford John A. Crawford

Title: Ex-Officio Clerk

Date: 1/12/05

PRINT NAME: Michael S. Mullin

SIGNED
By: 

Name: Michael S. Mullin

Title: County Attorney

Date: 1/12/05

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

- 1) Cost Allocation Plan - A narrative description of the procedures that the provider shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the provider.
- 2) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 3) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 4) Lead Agency - The not for profit or governmental community-based care provider responsible for coordinating, integrating and managing a local system of supports and services for children who have been abused, abandoned or neglected and their parents. The lead agency is also referred to as the provider.
- 5) Master Trust Fund - Either the department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is not available to the client's family or assistance group for the current needs of the client. Funds for the client's needs will be disbursed by the department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).
- 6) Quality Assurance – An externally driven process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, reported and acted upon.
- 7) Quality Improvement - An internally driven process that ensures all levels of staff have input into the ongoing design and enhancement of service provision and administrative functions.
- 8) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

b. Program or Service Specific Terms

- 1) Adoption Exchange- A mechanism for linking adoptive family resources with children needing adoptive placement. The Florida Adoption Exchange serves the department, its community based partners, and all licensed adoption agencies in Florida.
- 2) Adoption Services- Services needed to move a child from temporary placement in a relative or foster home, to permanent, legally finalized placement with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision

of services needed to sustain the adoption prior to and following legal finalization of the adoption.

- 3) Placement Services- The array of services required to ensure safety, permanency and well-being for children removed from their families. This includes appropriate study, licensure and/or approval of families/facilities for placement as well as provision of services to achieve the court approved permanency goal. These services shall be provided in accordance with federal and state laws and funding sources.
- 4) Prevention Services - Social services and other supportive and rehabilitative services provided to the parent or legal custodian of the child and to the child for the purpose of averting the removal of the child from the home or disruption of a family which will or could result in the placement of a child in foster care or require a nonshelter dependency petition. Social services and other supportive and rehabilitative services shall promote the child's physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible.
- 5) In-Home Services – The array of services provided to children and their families or caregivers while remaining in their own homes.
- 6) Out-of-Home Services – The array of services provided to children and their families or caregivers for children who are placed outside of their homes.
- 7) Program Improvement Plan- The federally required plan if any state is found to be out of conformance on any one of the seven outcomes or seven systemic factors subject to the Child and Family Services Review (CFSR).
- 8) Special Condition - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such situations include those described in Rule 65C-10.002 (13), F.A.C., or cases involving child on child abuse.
- 9) Diversion Services- Community-based services targeted to children and families who have experienced abuse and neglect, yet can be safely maintained in the home without judicial intervention. These services provide the support and hands on training that will ensure child safety by seeking to alleviate family stressors and strengthen parental competencies and child-rearing abilities.
- 10) HomeSafenet (HSn) - The State Automated Child Welfare Information System (SACWIS) for the state of Florida. HSn is the electronic record for each case. It contains information regarding a particular child and his or her family.
- 11) Interim Child Welfare Services Information System (ICWSIS) - This statewide system captures data and tracks placements, overcapacity foster homes, licensing activity, and provider payments. It creates data fields for upload to the Child Welfare Vouchering System, the system providing the federal funding audit trail.

2. General Description

a. General Statement

The provider shall deliver foster care and related services pursuant to s. 409.1671, F.S. and prevention services, pursuant to s. 20.19, F.S., while ensuring each child's safety, well being, and permanency.

b. Authority

- 1) Section 409.1671, F.S. authorizes the department to contract for foster care and related services.
- 2) Section 20.19, F.S. authorizes the department to contract for prevention services.

c. Scope of Service

The provider shall deliver a comprehensive array of foster care and related services to eligible children and families in Nassau County. Pursuant to s. 409.1671, F.S., these services include, but are not limited to: family preservation, independent living, emergency shelter, residential group care, foster care, therapeutic foster care, intensive residential treatment, foster care supervision, case management, postplacement supervision, permanent foster care, and family reunification. Additional services include prevention and adoption services.

d. Major Program Goals

The provider shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

3. Clients to be Served

a. General Description

Children and families who are in need of child abuse and neglect prevention or child protection and permanency services.

b. Client Eligibility

The following clients are eligible for service under this contract:

- 1) Children, young adults, and families who are in need of foster care and related services as described in Chapters 39 and 409, F.S. as a result of child maltreatment.
- 2) Children placed with foster families and other substitute caregivers and their families as described in s. 409.175, F.S. and Chapters 65C-12 and 65C-13, F.A.C.
- 3) Children in need of, or placed with adoptive families, pending their legal availability for adoption as described in Chapters 63 and 409, F.S. and Chapters 65C-13 and 65C-16, F.A.C.
- 4) Children in need of the following services: out-of-town inquiry, courtesy supervision, or Interstate Compact for the Placement of Children (I.C.P.C.) as described in ch. 409, F.S.
- 5) Children in need of assessment or services as a result of a Special Condition referral.
- 6) Foster families and other substitute caregivers as described in ch. 409, F.S. and Chapters 65C-13, 65C-14, and 65C-15, F.A.C.
- 7) Post-legal adoptive families requesting services as described in Chapter 65C-16, F.A.C. and Title IV-B of the Social Security Act, as amended (42 U.S.C. 670-679a) pursuant to section B.1.f.4).

8) Children and families in need of prevention services pursuant to section B.1.f.4).

c. Client Determination

The department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D.1. shall be implemented.

d. Contract Limits

This contract is limited to eligible children and families in the geographic area defined in section A.2.c.

B. MANNER OF SERVICE PROVISION

1. Service Task List

a) The provider shall perform the following General Tasks:

- 1) Develop and implement departmentally approved local Program Improvement Plan consistent with the goals and objectives in Florida's statewide Program Improvement Plan.
- 2) Comply with all state and federal laws, rules, and regulations as amended from time to time, specifically those included in the Standard Contract and Attachment IV, Authority and Requirements.
- 3) Use the department's operating procedures until the provider's own are approved for implementation. The department agrees to review proposed operating procedures submitted to it by the provider and may respond in writing with comments or approval within 30 working days from the day of receipt. Once approved by the department, the Provider's operating procedures may be amended provided that they conform to state and federal laws, the Florida Administrative Code, and federal regulations. Substantive amendments will be provided to the department, and the department may provide comments if issues are noted. If the provider develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
- 4) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the department for approval prior to implementation. The department agrees to approve or reject such revisions within 30 working days of receipt. The department agrees to provide technical assistance to ensure that the provider's contribution to the State Plan is sufficient.
- 5) Document the provision of all services in a master file as described in Chapter 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
- 6) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and R. 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 7) Comply with Attachment III, Information System Requirements.
- 8) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.

- 9) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The provider shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the provider shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset that increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the department to offset that increase in cost, the provider may seek additional available funds pursuant to ss. 409.1671(7), F.S.
- 10) Comply with ss. 409.175 (16), F.S., regarding the confidentiality of information concerning foster parents.
- 11) The provider shall develop and submit a cost allocation plan to the department for approval in accordance with 45 CFR Part 95. Any amendments to the approved cost allocation plan must be approved in writing by the department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:
 - a) Describe the procedures used to identify, measure and allocate all costs to each of the programs/services operated or supervised by the provider.
 - b) Conform to the accounting principles and standards prescribed in Office of Management and Budget Circulars A-87 and A-122, and other pertinent department regulations and instructions relating to the plan.
 - c) Be promptly amended, submitted and approved by the department if any of the following events occur:
 - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
 - (2) The provider or department discovers a material defect in the cost allocation plan.
 - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.
 - d) If a provider has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 12) The provider shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, 175-29 and 175-59. Additionally, the provider and its subcontractors shall ensure that client eligibility records are maintained according to the department's records retention schedule and be made available for federal and state audits.

- 13) The provider will participate in up to three Quality Management reviews annually, outside their service area, at no additional cost to the department.
- b. The provider shall ensure the delivery of Child Protection Tasks to include:
 - 1) Ensure the delivery of foster care and related services, based on a case plan developed pursuant to s. 39.601, F.S., and document services in the child's master file.
 - 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.
 - 3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.
 - c. The provider shall perform Licensing Tasks to include:
 - 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.; and Chapters 65C-14, F.A.C. for Child Caring Agencies and 65C-15, F.A.C. for Child Placing Agencies.
 - 2) If the provider determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
 - 3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
 - a) Copies of Licensing Standards Checklist.
 - b) The application for licensing.
 - c) The letter of recommendation from the provider.
 - d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
 - e) Florida Abuse Hotline Information System (FAHIS) reports clearances.
 - f) Local law enforcement checks.
 - g) Federal law enforcement checks (screening clearance letter).
 - h) State law enforcement checks.
 - i) Personal and school references.
 - j) Medical information.
 - k) Sanitation, fire and radon inspection and testing documentation.
 - l) Initial pre-service or, as appropriate, annual in service training.
 - 4) Ensure that each family foster home operator signs a release of information form, so that the department and the provider may share information.
 - 5) Recommend that the department issue or deny an initial license or renew, revoke or modify an

existing license. The provider shall submit all required family foster home re-licensing supporting documentation to the department at least 30 calendar days prior to the expiration date of the current license. If the provider is unable to provide all required supporting documentation prior to the expiration of the license the provider shall immediately remove the children from the unlicensed home.

- 6) Review foster care referrals received from the Abuse Registry that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
 - 7) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or provider for denial or termination of a license.
 - 8) Provide copies of licensing records to the department immediately upon request.
 - 9) Develop a corrective action plan with the family foster home as required.
 - 10) The provider is not required to place children in any foster home licensed by the department. The department agrees to not require the provider to recommend any particular home for licensure.
 - 11) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175 F.S. and Chapter 65C-13, F.A.C. The provider shall be responsible for ensuring foster parents receive appropriate training specific to the needs of children placed in their home.
 - 12) The provider's employees, relatives of the provider's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the department for approval, and b) the provider has an operating procedure which requires that the Executive Director of the provider agency review and approve the submission by the provider of all such licensing applications to the department.
- d. The provider shall deliver Adoption Services, to include:
- 1) Services designed to prepare children for adoption placement.
 - 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
 - 3) Registration and maintenance of information on the Adoption Exchange, to include children waiting for adoption and approved adoptive families.
 - 4) Providing support services to adoptive families to include services leading to legal finalization of the adoption. Examples include supervision of the child in the adoptive home, referral to appropriate mental health and behavioral management services, and training and support group participation for the child and family.
 - 5) Information about, and services for, families requesting post adoption support services. Examples of post adoption support services include, but are not limited to, the provision of support groups for adoptive parents and their adopted children, training for adoptive families, assistance with financial needs through adoption subsidy, and assistance with securing necessary mental health and medical services for the adopted child.

- e. The provider shall deliver Placement Services to include:
- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
 - 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
 - 3) Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
 - 4) The provider and the district/region shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.
 - 5) Secure, approve, and review all relative and nonrelative placements. If a relative placement, the provider shall comply with s. 39.5085, F.S., Relative Caregiver Program.
 - 6) In the event the provider exercises the authority to deny any home the opportunity to provide foster care to any child served under the contract, justification to support that decision must be thoroughly documented and maintained on file.
 - 7) The provider shall perform Comprehensive Residential Group Care Services Program as outlined in Attachment IX.

f. Task Limits

1) **Service responsibility for increase in new clients.**

In the event there is a 10% increase in either the number of new in-home services clients or new out-of-home services clients, the department will initiate a review per section B.1.f.3). The initiation or outcome of the review has no impact on the provider's obligation to serve all children eligible for services under this contract. A new client is defined as a child that has not been active with the provider in HomeSafenet within the previous 12 months.

2) **Performance contract utilization level.** Estimates for number of children to be served are based upon a projection of clients served both in-home and out-of-home. In certain cases, providers may serve more cases than has been projected. In circumstances where factors outside the provider's control may influence an increase in referrals for both in-home and out-of-home services, the provider may be eligible for additional funds. Such adjustments are negotiable only in those instances where:

- a) service utilization increases can be linked to circumstances outside the provider's control; and
- b) the provider is able to document that the provider has used all funds appropriated by the legislature and received for prevention and diversion purposes.

3) **Shared risk for service utilization.** Because providers are required to provide appropriate child welfare services to all eligible children and families, the department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the department. Specifically, the department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:

- a) **Review.** At minimum, this review will include: (1) the total number of reports with verified and some indicators from at least the last two proceeding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and some indicators,; and, (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and some indicators.
 - b) **Capacity.** The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
 - c) **Determination.** Upon examination of the data outlined in the review process, along with any other relevant information, the department will render a determination as to whether or not the provider has experienced an increase in service utilization which is either (1) a function of the department's managed child protection performance; (2) a function of some other external factor (e.g. media event, judicial actions, drug epidemic); or (3) a function of provider managed service performance.
 - d) **Potential actions.** In those instances where service utilization for in-home and/or out-of-home care is a result of the department's managed child protection performance, the department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of some other external factor, and until such time as the risk pool falls under external management pursuant to ss.409.1671(7)(b), F.S., the provider may request that the department examine the feasibility of accessing available "risk pool" resources. In those instances where increased service utilization is a function of provider management, the provider is expected to assume responsibility for accommodating the additional service capacity. Funding from the risk pool is subject to a peer review process and the availability of funds.
- 4) The provider's delivery of post-legal adoption and prevention services is limited to the funds available respectively for such services.

2. Staffing Requirements

a. Staffing Levels

The provider and its subcontractors shall continuously ensure an adequate number of qualified and trained staff is available to provide services stipulated in this contract.

b. Professional Qualification

The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. The provider shall comply with requirements in Attachment VIII, Documentation and Reporting Requirements for Child Welfare In-Service Training Dollars.

c. Staffing Changes

The provider shall submit written notification to the department's contract manager if the Executive Director position of the provider is to be vacated. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When

the Executive Director position is filled, the provider shall notify the department in writing of the identity and qualifications of the new Executive Director. The provider shall ensure that the department has a current listing of staff and sub-contracted staff who are providing child welfare services and are subject to Child Protection Certification. The provider shall provide names, position title and contact information clearly showing any changes in staff to allow the department to monitor and ensure that all staff, regardless of employer is meeting the state requirements as stated in s. 402.40, F.S.

d. Subcontractors

- 1) The provider shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the provider under this contract. The provider shall develop written procedures for monitoring of subcontracts. The procedures shall be available upon request to the department and to federal auditors. The provider shall have quality assurance/quality improvement plans for subcontractors. The provider shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.
- 2) The provider shall not subcontract for child welfare services with any person or entity which:
 - a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
 - b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
 - c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
 - d) has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
 - e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.
- 3) This language supersedes subcontract approval requirements of section I. I. 1., of the Standard Contract.

3. Service Location & Equipment

a. Service Delivery Location

The provider shall deliver a comprehensive array of foster care and related services in Nassau County to eligible children and families. The provider's primary service delivery and business address is:

Family Matters of Nassau County
86004 Christian Way
Yulee, Florida 32097

b. Service Times

The provider shall be available and is responsible for providing an immediate response 24 hours a day, seven days a week.

c. Changes in Location

The provider shall notify the contract manager in writing at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's primary business address or service delivery location.

d. Equipment

The provider shall comply with requirements in Attachment V, Tangible Personal Property Requirements.

4. Deliverables

a. Service Units

The service units to be delivered under this contract include all foster care and related services identified in s. 409.1671, F.S. as well as prevention and adoption services.

b. Records and Documentation

The provider shall comply with requirements in Attachment III, Information Systems Requirements.

c. Reports

The list of the reports to be completed by the provider, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Performance Reports.

5. Performance Specifications

a. Performance Measures

The provider shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The timelines for achieving the applicable performance standard for each measure shall be determined by the target methodology described in Section B.5.d.

- 1) At least 95% of the children served shall be protected from child abuse and neglect. (Source: CFSR, Safety Outcome 1, Item 2)
- 2) No more than 1% of children served in out-of-home care shall experience maltreatment during services. (Sources: CFSR national standard, PB2)
- 3) At least 95% of children served shall be safely maintained in their own homes whenever possible and appropriate. (Source: CFSR, Safety Outcome 2, Items 3 and 4)
- 4) The percentage of children entering out-of-home care who are re-entering care within 12 months of a prior reunification or release to relatives shall not exceed 8.6%. (Source: CFSR national standard, PB2)

- 5) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least 76.2%. (Source: CFSR national standard, PB2)
- 6) The percentage of children with finalized adoptions whose adoptions were finalized within 24 months of the latest removal shall be at least 32%. (Source: CFSR national standard, PB2)
- 7) At least 95% of children served shall have permanency and stability in their living situations. (Source: CFSR, Permanency Outcome 1, Items 5 – 10)
- 8) No more than 39.73% percent of children in out-of-home care on June 30, 2005 shall have been in out-of-home care 12 months or more. (Source: Department Priority)
- 9) The continuity of family relations and connections shall be preserved for at least 95% of the children served. (Source: CFSR Permanency Outcome 2, Items 11 – 16)
- 10) At least 10 adoptions shall be finalized during state fiscal year 2004-05. (Source: Department Priority)
- 11) a) At least 65% of children in non-TANF out-of-home care will be eligible for Title IV-E; b) At least 80% of children receiving TANF out-of-home and in-home supports will be eligible for TANF. (Source: Department Priority)
- 12) At least 95% of families shall have enhanced capacity to provide for their children's needs. (Source: CFSR, Well-Being Outcome 1, Items 17 – 20)
- 13) At least 55% of adults whose child welfare case plans require substance abuse treatment shall have documentation in the case file that the adult completed treatment or was actively receiving treatment at the time of the review. (Source: PB2)
- 14) At least 95% of children served shall receive appropriate services to meet their educational needs. (Source: CFSR, Well-Being Outcome 2, Item 21)
- 15) At least 95% of children served shall receive adequate services to meet their physical and mental health needs. (Source: CFSR, Well-Being Outcome 3, Items 22-23)
- 16) 100% of children under supervision who are required to be seen each month shall be seen each month. (Department Priority; also related to CFSR Outcome WB1, Item 19, Worker Visits with Child)

b. Description of Performance Measurement Terms

The definitions of any terms in Section B.5 are listed in Exhibit C.

c. Performance Evaluation Methodology

- 1) The performance evaluation methodology for statewide measures is described in Exhibit C.
- 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 will 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 up to six months for the provider to achieve compliance with the standards. 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 must cancel the contract with the provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

- 3) **Performance Targets.** The provider assumes responsibility for achieving the performance expectations detailed in this contract. Failure to achieve these performance measures may result in an increase in the total number of children served under this contract. Except for those circumstances where the provider may be held harmless (as described in Section B.1.f), the provider assumes complete responsibility for serving additional clients without additional resources from the department.

d. Establishing Targets

- 1) For all measures except numbers 8 and 10, if the difference between the performance standard and the baseline is less than 10%, the provider's performance level for the first 12 months of the contract shall exceed the baseline by no less than one-third of the difference between the performance standard and the baseline. The provider's performance level in the succeeding 12-month periods shall exceed its performance level for the preceding 12 months by no less than one-third of the difference between the performance standard and the baseline until the performance standard is achieved. For example, if the baseline performance for a measure is 75% and the performance standard is 83%, by the end of the 12-month period the provider will be expected to reach a target of 77.8%, by the end of the second 12-month period, a target of 80.6%, and by the end of the third 12-month period the performance standard of 83%.
- 2) If the baseline meets or exceeds the performance standard, the provider and department will mutually agree upon standards. These standards will not be lower than the baseline.
- 3) For each measure that the difference between the baseline and the performance standard is more than 10%, the department and the provider will mutually agree upon steadily improving targets for each 12-month period, until the performance standard is achieved.

6. Provider Responsibilities

a. Provider Unique Activities

- 1) The provider shall provide performance information or reports other than those required by this agreement at the request of the Secretary for the Department of Children and Families or District/Region Administrator. The department agrees to only make such requests after all data sources the department has access to have been exhausted and the department is unable to produce the information with its own resources. These requests should be used as a last resource and with due consideration for workload and costs associated with the development or delivery of the information or reports. For requests that are complex and difficult to address, the provider and the department will develop and implement a mutually viable work plan.
- 2) The provider shall participate and represent their interests in the CBC Spending Plan Meetings and in leadership meetings to discuss the department's and CBC provider's on-going programmatic and management functions and roles, problem-solving and planning regarding identified contract issues and department initiatives.
- 3) The provider shall meet with the District/Region Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation
- 4) The provider is responsible for implementing a quality assurance and quality improvement system at the local service level.
- 5) The provider shall cooperate with the department when investigations are conducted

regarding a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors.

- 6) Neither the provider nor any person, firm or corporation employed by the department in the performance of this contract shall offer or give any gift, money, or anything of value or any promise for future reward or compensation to any state employee at any time unless otherwise authorized by Chapter 112, F.S.
- 7) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
 - a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
 - b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - c) The provider agrees to report to the department any use or disclosure of the PHI not provided for by this contract or applicable law.
 - d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - e) The provider agrees to make PHI available in accordance with 45 CFR 164.524.
 - f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
 - g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
 - h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
 - i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
 - j) A violation or breach of any of these assurances shall constitute a material breach of this contract.
- 8) The provider shall maintain a plan to ensure access to operating capital for 30 days, in the event payment to the provider is interrupted for reasons beyond the provider's control or in an emergency, for continuity of operations. This shall not include funds received from the department under this contract.

- 9) The provider acknowledges and agrees that it is responsible for all work required under this contract whether performed by its own resources or by an approved subcontractor. The lead agency shall monitor the performance of all subcontractors and perform follow up actions as necessary in accordance with the approved Subcontract Monitoring Plan. The lead agency will notify the department within 48 hours of conditions related to subcontractor performance that could impair continued service delivery. Reportable conditions may include but are not limited to:
 - a) Inappropriate client terminations
 - b) Financial concerns or difficulties
 - c) Service documentation problems
 - d) Subcontract non-compliance
 - e) Ineffective services and client complaint trends

The provider will submit to the department a brief summary of the condition(s) or problem(s), the proposed corrective action, and the time frames for implementation of the corrective action.

b. Coordination With Other Providers/Entities

- 1) The provider shall coordinate medical foster care activities with the Department of Health, Children's Medical Services.
- 2) Within 45 days of the effective date of this contract, the provider hereby agrees to develop and maintain a working agreement to include specific joint operating procedures with the following agencies, or will provide documentation to the department as to why such agreements have not been executed, and actions planned to achieve compliance with this section.
 - a) Department of Juvenile Justice (DJJ) which complies with the statewide Department of Juvenile Justice agreement.
 - b) The Guardian Ad Litem program.
 - c) Certified Domestic Violence center(s) in counties served by the provider under this contract.
 - d) Agency for Persons with Disabilities.
- 3) Upon the effective date of this contract, the provider hereby agrees to have established and to maintain a working agreement to include joint operating procedures with the following agencies:
 - a) Any entity providing Child Protective Investigations in counties served by the provider under this contract
 - b) Any entity providing Child Welfare Legal Services in counties served by the provider under this contract
- 4) The provider hereby agrees to develop and implement a system of care with the department's contracted Substance Abuse & Mental Health providers within their communities through the execution of a working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system, by providing integrated community support and services.

c. Relationship to Department Employees

- 1) Consistent with the provisions of applicable law, the provider agrees to give hiring preference to qualified department employees who apply for employment with the provider. The provider also

agrees to require its subcontractors to give hiring preference to qualified department employees.

- 2) The provider shall review the personnel records of any former department employee who applies to the provider for employment. As a part of that review, the provider shall consider all performance and disciplinary history and any recommendation by the department as to whether it would rehire the employee. The provider's reference check process will include discussion with the immediate past department supervisor or, if the supervisor is no longer employed by the department, another supervisory level employee who is aware of the candidate's work history. The reference check will be documented in writing and maintained in the employee's personnel file at the provider's human resources office. The department will not give a neutral reference, and the provider will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider.
- 3) If a settlement agreement exists between the department and a current or former employee seeking employment with the provider, the department will only provide information as allowed by that settlement agreement

7. Department Responsibilities

a. Department Obligations

- 1) The department retains the responsibility for the review, approval, and issuance of all foster home licenses.
- 2) If the department receives a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors, the department agrees to notify the provider within one working day, and will work in cooperation with the provider when investigations are conducted.
- 3) Pursuant to s. 402.166, F.S., the department agrees to provide staff to receive and log complaints, maintain statistical data, and provide administrative support to the Local Advocacy Council. The department agrees to ensure the provider receives a copy of the Council's findings and recommendations within 10 working days of the completion of its investigation of any complaint.
- 4) The department agrees to process applications submitted by the provider for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The provider shall contact the various program offices within the department for assistance and instruction on how to access these services. The department will respond to the provider's inquiry within 5 working days.
- 6) The department agrees to determine Medicaid eligibility within 45 calendar days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within 45 working days of receipt of a completed application.
- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in Attachment IV.

- 8) The department agrees to provide technical assistance and consultation to the provider in the process of initial licensing and re-licensing of family foster homes. The department agrees to issue a license to family foster homes that meet licensing requirements as determined by the department upon submission of complete licensing supporting documentation by the provider.
- 9) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 10) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.
- 11) The department agrees to provide training and technical assistance on the responsibility of the provider to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, Veterans Benefits, and Child Support Enforcement payments.
- 12) The department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing an example of a Policy Working Agreement, system of care information, data analysis and technical assistance.
- 13) The provider and the district/region shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.

b. Department Determinations

The department has the sole right to assess and determine the completeness and acceptability of services and reports according to the terms and conditions of this contract.

c. Requirements

- 1) Contract Monitoring - The department shall annually monitor the provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, Contract Monitoring.
- 2) Evaluation - Subsection 409.1671(4)(a), F.S., requires an annual evaluation by the department of each program operated under contract with a community-based agency. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.
- 3) Quality Assurance - The provider shall cooperate with quality assurance reviews conducted according to the department's programmatic procedures. Reviews shall be based on statistically valid sample size for each domain being reviewed. The provider's performance on relevant indicators and outcomes required by the federal government in the Adoption and Safe Families Act and Child and Family Services Review Tool (as described at the following website: <http://www.acf.dhhs.gov/programs/cb/cwrp/tools/index.htm>), particularly including those reflected in the state Program Improvement Plan; and indicators required by the Florida Legislature in the annual Appropriation Act and Implementing Bill shall be measured. At the

discretion of the department, providers with a level of performance that does not support the department in achieving statewide goals established by these two sources may be required to develop a corrective action plan as part of quality assurance.

- 4) Other required reporting. The department will track and regularly report back to the Legislature on any aspect of provider performance as is required under statute.

d. Progressive Intervention and Program Improvement

- 1) Stage I: In the event the provider is significantly below target on any performance measure, there are serious fiscal concerns, or if Quality Management review findings identify other serious systemic concerns, as determined by the District/Region Administrator (DA), the DA may require corrective action. The corrective action may include, but is not limited to monthly reporting to the DA on resolution of issues, the assignment of a team to provide temporary technical assistance, or the assignment of an independent fiscal monitor.
- 2) Stage II: Regardless of what corrective action the DA uses, as outlined in 7. d. 1) above, in the event of a failure to demonstrate satisfactory progress on the corrective action plan within a negotiated time the District Administrator may decide to convene a Management Peer Review Team (MPRT). This team shall:
 - a) Consist of a minimum of (1), one senior management representative of two Lead Agencies not under review, both acceptable to the District Administrator and the Lead Agency under review, (2) a Senior Manager from the District of the Lead Agency under review, and one appointee, and (3) two representatives from the community served by the Lead Agency under review, both must be acceptable to the DA, and the Lead Agency under review. None of the community or Lead Agency team members shall have any conflict of interest with the Lead Agency under review. The Senior Manager from the District of the Lead Agency under review appointed pursuant to a) (2) above, shall act as chairman of the MPRT.
 - b) Conduct joint assessment and planning between the provider and the MPRT to determine the cause of the unacceptable performance, the actions needed to bring the provider's performance to an acceptable level and a timetable with measurable milestones for attaining an acceptable level of performance. The results of the planning process shall be included in a MPRT report to the DA.
 - c) The MPRT will continue to meet with the provider as needed during the MPRT Plan implementation and will render advice and assistance during that time. The MPRT may amend the plan from time to time if an amendment will contribute to the provider's ability to reach more promptly an acceptable level of performance
- 3) Stage III. If, following the Stage II interventions, the provider fails to demonstrate satisfactory progress on the required program improvement, the DA, with input from the Community Alliance, may take one or more of the following actions:
 - a) Implementation of a penalty phase to identify specific contract funds to be redirected at the discretion of the department for performance improvement;
 - b) Receivership per s. 409.1675, F.S.;
 - c) Re-procurement of a service(s) in underperforming programmatic or geographic areas; or
 - d) Re-procurement of the entire provider contract.

- 4) Independent of any of the aforementioned actions, the department shall maintain the authority to monitor contract performance, require corrective action, impose penalties and cancel contracts for non-performance.
- 5) Furthermore, notwithstanding any above specifications, if any child or family is deemed at immediate or serious risk, the department shall bring the provider into emergency consultation to identify and implement reasonable actions.

C. METHOD OF PAYMENT

1. Payment

This is a cost reimbursement contract. The department agrees to reimburse the provider for allowable expenditures incurred in the delivery of services that are provided in accordance with the terms and conditions of this contract. This is a multi-year contract, and the total dollar amount will not exceed the sum of the amounts appropriated for each fiscal year. The current total contract amount will not exceed \$9,348,325.00, subject to the availability of funds. Specific funding sources for the contract period will be amended into this contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The following list of Schedules of Funding Sources will be amended annually, at a minimum, to reflect the funding for each fiscal year:

March 1, 2004 – June 30, 2004 – Attachment II: \$632,637.00

FY 2004-2005 – Attachment II-A: \$2,143,418.00

FY 2005-2006 – Attachment II-B: Subject to the availability of funds

FY 2006-2007 – Attachment II-C: Subject to the availability of funds

FY 2007-2008 – Attachment II-D: Subject to the availability of funds

FY 2008-2009 – Attachment II-E: Subject to the availability of funds

These amounts are subject to increase or decrease according to the terms specified in paragraph C.14., Renegotiation. The provider understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources.

2. Estimated Payment

For the contract period of March 1, 2004 through June 30, 2004, the provider may request estimated payments for the first three months up to the following amounts: March - \$155,806.00; April - \$155,806.00; May - \$155,806.00. Thereafter, all estimated payments shall be supported by documentation of actual expenditures. A submission schedule for each estimated payment request is provided in paragraph C.9.

3. Cost Allocation Plan

The provider's approved cost allocation plan is the basis for preparation of the invoice for this contract.

4. Invoice Requirements

The provider shall request reimbursement monthly by submitting a properly completed and department approved invoice form based on the provider's approved cost allocation plan. The invoice must be dated and signed by an authorized provider representative, and submitted in accordance with the submission schedule provided in paragraph C.9. The provider shall maintain

service delivery and expenditure supporting documentation as described in paragraph C.5. The invoice must be accompanied, at a minimum, by the following documentation:

- a. Transmittal letter;
- b. The approved CBC invoice form;
- c. Supporting documentation, including:
 - 1) invoice authorization report
 - 2) ICWSIS generated Other Cost Accumulator (OCA) roll-up report
 - 3) ICWSIS generated CF 188 forms properly batched and which have a completed OCA Batch Control sheet for each stack; and,
 - 4) Evidence of reconciliation of batch control sheets with OCA roll-up report and any other system utilized by the provider to complete the "Direct Service" section of the CBC invoice.

5. Service Delivery and Expenditure Documentation

The provider will maintain records that document the proper application of the cost allocation methodology as contained in the provider's department-approved cost allocation plan. Prior to implementing any programmatic or fiscal change that may alter any underlying assumption or basis to the provider's department approved cost allocation plan, the provider shall submit a formal request to modify the existing plan to the department for review and written approval, if acceptable by the department. Documentation of all expenses incurred under this contract shall be maintained by the provider and are subject to being requested or reviewed by the department or the State Chief Financial Officer at any time during this contract. Expenditure documentation includes, but is not limited to, the following:

- a. **Salaries** - A payroll register or similar documentation shall be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. A document reflecting the hours worked times the rate of pay will be acceptable when reimbursement is being requested for individuals being paid by the hour. Time sheets for all employees shall be retained by the provider to support the payroll register entries.
- b. **Fringe Benefits** - Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- c. **Travel** - For all travel expenses, a department travel voucher, DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be maintained. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) must be maintained. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- d. **Conference Travel** - Reimbursement is in accordance with the provisions of the clause above entitled *Travel*. See CFOP 40-1 for further explanation, clarification, and instruction.
- e. **Other Direct Costs** - Reimbursement will be made based on paid invoices/receipts. Documentation must be maintained to show compliance with Department of Management

Services' Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

- f. **Professional Services Fees on a Time/Rate Basis** - The supporting documentation must include a general statement of the services provided. The time period covered by the supporting documentation as well as the hourly rate times the number of hours worked must be stated. If the provider is not working 100 percent of his or her time on the contract, then payroll registers, timesheets, or a time log detailing the hours represented on the invoice is required and should be maintained as backup documentation. The State Chief Financial Officer's Office reserves the right to require further documentation on an as needed basis.
- g. **Postage and Reproduction Expenses** - Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- h. **Expenses** - Receipts are required for all expenses incurred (i.e., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature. Reimbursements will be made only for those expenditures that are allowable in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.dbf.state.fl.us/aadir/reference_guide/

6. Match Requirements

- a. To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the provider is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The provider shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The provider must document the receipt and expenditure of the required match during each state fiscal year.
- b. For providers receiving Access and Visitation Grant Funds, the provider will document the proper expenditures and required 10% match for the Access and Visitation Grant.
- c. Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in Exhibit A.

7. Federal or State Audit

The amount of disallowance caused by the provider's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the department by the provider upon discovery.

8. Contract Renewal

This contract may be renewed for one term not to exceed three years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

9. Submission Schedule

The following submission schedules represent the timetable for the provider to submit invoices to the department. Pursuant to section 215.422, F.S., the state has 40 days after receipt of a valid invoice in which to make payment to the provider. The following schedules outline the submission of estimated payment requests and reconciliations:

For 03/01/04 through 06/30/04:

Service Month	Type of Request	Based On	Submission Date
March 2004	Estimated Pay	¼ of current fiscal year amount	March 1
April 2004	Estimated Pay	¼ of current fiscal year amount	March 15
May 2004	Estimated Pay	¼ of current fiscal year amount	April 15
June 2004	Estimated Pay	March 2004 actual expenditures	April 15
N/A	Reconciliation	Reconciliation of April 2004 actual expenditures to estimated payments	May 15
N/A	Reconciliation	Reconciliation of May 2004 actual expenditures to estimated payments	June 15
N/A	Reconciliation	Reconciliation of June 2004 actual expenditures to estimated payments	July 15
N/A	Final Expenditure Report	Reconciliation of June 2004 actual expenditures to estimated payments	August 15

For 07/01/04 through 06/30/08:

Service Month	Type of Request	Based On	Submission Date
July 04 - 07	Estimated Pay	April actual expenditures	July 1
August 04 - 07	Estimated Pay	May actual expenditures	July 15
September 04 - 07	Estimated Pay	June actual expenditures	August 15
October 04-07	Estimated Pay	July actual expenditures	September 15
November 04-07	Estimated Pay	August actual expenditures	October 15
December 04-07	Estimated Pay	September actual expenditures	November 15
January 05-08	Estimated Pay	October actual expenditures	December 15
February 05-08	Estimated Pay	November actual expenditures	January 15
March 05-08	Estimated Pay	December actual expenditures	February 15
April 05-08	Estimated Pay	January actual expenditures	March 15
May 05-08	Estimated Pay	February actual expenditures	April 15
June 05-08	Estimated Pay	March actual expenditures	May 15
N/A	Reconciliation	Reconciliation of April 2005-2008 actual expenditures to estimated payments	June 15
N/A	Reconciliation	Reconciliation of May 2005-2008 actual expenditures to estimated payments	July 15
N/A	Final Expenditure Report	Reconciliation of June 2005-2008 actual expenditures to estimated payments	August 15

For 07/01/08 through 02/28/09:

Service Month	Type of Request	Based On	Submission Date
July 08	Estimated Pay	April actual expenditures	July 1
August 08	Estimated Pay	May actual expenditures	July 15
September 08	Estimated Pay	June actual expenditures	August 15
October 08	Estimated Pay	July actual expenditures	September 15
November 08	Estimated Pay	August actual expenditures	October 15
December 08	Estimated Pay	September actual expenditures	November 15
January 09	Estimated Pay	October actual expenditures	December 15
February 09	Estimated Pay	November actual expenditures	January 15
N/A	Reconciliation	Reconciliation of December 2008 actual expenditures to estimated payments	February 15
N/A	Reconciliation	Reconciliation of January 2009 actual expenditures to estimated payments	March 15
N/A	Final Expenditure Report	Reconciliation of February 2009 actual expenditures to estimated payments	April 15

10. Interest Earned on Estimated Payments

The provider must temporarily invest excess estimated payments in an insured, interest bearing account. Interest earned on these funds shall be returned to the department on a monthly basis.

11. Recoupment of Unearned Funds

Any funds that were advanced to the provider through estimated payments that are not accounted for through monthly reconciliation of actual expenditures shall be returned to the department at the end of each state fiscal year with the submission of the Final Expenditure Report reconciliation invoice.

12. Fees

No fees shall be imposed by the provider or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.

13. Third Party Payments

The funding available in this contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the provider's location or at the subcontractor's location for inspection by the department.

14. Renegotiation

The following renegotiation provisions and processes are agreed to by both parties:

- a. Section 409.1671, F.S., requires the department to transfer all available funds, including federal funds for which providers are eligible, and the provider agrees to earn, and that portion of general revenue funds which is currently associated with the services that are being furnished under this contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671 (8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b. and c. above do not require a corresponding increase in service as the provider is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. Any increases or decreases in the contract amount may be made retroactive to the effective date of contract for the initial fiscal year and to July 1 of any subsequent fiscal year. In the event a decrease requires retroactive implementation, the provider's next request for payment shall be reduced by the amount that may have been overpaid in previous requests for payment. In mutually agreed upon circumstances, the department agrees to cooperate by seeking approval of the State Chief Financial Officer for a repayment schedule.
- f. In the event an increase requires retroactive implementation, the provider may immediately submit a request for payment for the retroactive period.

15. MyFloridaMarketPlace Transaction Fee

This contract is exempt from MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032 (1) (e), F.A.C.

D. SPECIAL PROVISIONS

1. Dispute Resolution

- a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the District

Administrator of the respective parties. Upon referral to this second step, the Executive Director and the District Administrator shall confer in an attempt to resolve the issue.

- b. If the District Administrator and Executive Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan (Exhibit B) with the other party within 30 calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein."

3. Fidelity Bond

The provider shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider until the fidelity bond is in place, and approved by the department in writing.

4. Performance Bond

The provider has ten (10) days after the execution of the contract and any contract amendments which change the annual value of the contract to furnish a performance bond in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The bond must state the name and principal business address of both the principal and the surety company and must contain a description of the project sufficient to identify it. The bond must be issued from a surety company that is acceptable to the department and currently has a valid Certificate of Authority issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation authorizing it to write surety bonds in the State of Florida. The bond shall be conditioned that the provider perform the contract in the times and manners prescribed therein and promptly make payments to all subcontractors and employees.

Or

Irrevocable Letter Of Credit

The provider has ten (10) days after the execution of the contract to furnish an irrevocable letter of credit in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The department's Chief Financial Officer may draw under the letter of credit in the event that

continuity of care is disrupted or at imminent risk of disruption due to lead agency failure, bankruptcy, or discontinuance of service. The department shall provide a minimum of three (3) business days notice in writing to the provider's Executive Director before making any draw on the letter of credit.

Or

Fiscal Monitor

The department will employ an independent fiscal monitor to provide financial oversight and ensure integrity regarding the provider's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the provider's services contract. The independent fiscal monitor will be allowed full access to all of the provider's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight. The independent fiscal monitor will provide a monthly report to the department and the provider's board detailing the results of its monitoring efforts. The department will reserve sufficient funds annually from this contract in order to secure an independent fiscal monitor to carry out the activities described above.

5. Third Parties

This contract shall not be construed as providing any enforceable right to any third party.

6. Client Files

The provider shall ensure the department's immediate access to client files and will supply copies of requested materials within one (1) working day of a request by the department unless a longer time is agreed upon between the parties.

7. Insurance

The provider agrees to maintain insurance in accordance with s. 409.1671, F.S. and any subsequent amendments thereto, and to require through contract that its subcontractors maintain insurance consistent with s. 409.1671, F. S. and any subsequent amendments thereto. The provider agrees that they will provide their own defense against actions brought against them.

8. Leasing-Private Sector Leases

- a) The provider agrees to assume the department's private sector leased space assigned to these programs through the current term of each lease. The department agrees to initiate the assignment of the current lease(s) by preparing a lease assignment document and forwarding the document to each private sector lessor for approval. After the assignment of the lease(s) from the department, the provider shall be responsible for all future actions related to leases. In the event the provider, the department, or the lessor identifies a new tenant to occupy the provider's space in the private sector facility, the provider may vacate this space upon mutual agreement with the department.
- b) If the private sector lessor does not agree to have the lease(s), or portion of the lease(s), assigned to the provider, the department agrees to sublease the space to the provider through the current term of the lease(s). The department agrees to initiate the sublease of the current lease(s) by preparing a sublease document and forwarding the document to each private sector lessor for approval. In the event the department subleases space to the provider, the provider may in turn sublease the space with prior written approval of the lessor and the department. Upon expiration of the sublease(s), the provider shall be responsible for all future actions related to leases. The

provider may take whatever actions it deems appropriate to enter into new leases with the same lessor or secure other space necessary to deliver the contracted services.

- c) Upon assignment of the department's current private sector lease(s) by the provider or the expiration of the sublease with the provider, the department agrees to amend the provider's contract to include an amount equal to the department's lease costs as determined at the time of the lease assignment or expiration of the sublease(s). The provider is solely responsible for all relocation costs that may occur.
- d) Any lease agreement negotiated by the provider shall include a provision that affords the department an opportunity to assume the provider's leased space should the provider default on its contract with the department or be terminated for cause. The provision must grant the department a minimum period of ninety (90) days during which it can make the determination of whether to assume the provider's leased space.

9. Venue for Any Court Action

Venue for any court action relating to this contract is in Leon County, Florida.

10. Contracts executed between state agencies or subdivisions

Except to extent permitted by s. 768.28, F.S., or other applicable Florida law, Paragraphs D.3. and D.4. are not applicable to contracts executed between state agencies or subdivisions as defined in subsection 768.28(2), F.S.

11. Child Abuse Prevention and Intervention Funding

The Florida Legislature, through proviso immediately following Item 295, General Appropriations Act for Fiscal Year 2004-2005, provided funding for child abuse prevention and intervention services. The provider agrees to implement prevention services that focus on stabilizing family crisis situations and minimizing the number of out-of-home placements. Refer to Exhibit A for reporting requirements relating to this funding.

12. Adoption Services Funding

The Florida Legislature, through proviso immediately following item 303 of the General Appropriation Act for Fiscal Year 2004-2005, provided funding for adoption services. The provider agrees to use these funds to serve additional clients and not to increase the subsidy payments in effect during Fiscal Year 2003-2004.

13. Security Agreement

Within 45 days of the effective date of this contract, the provider hereby agrees to develop and maintain a signed data security working agreement with the department.

14. Competitive Bidding/Related Party Transactions

- a) In the purchase or procurement of all supplies and services relative to this contract (including the lease of space for use in the performance of this contract), the provider agrees to obtain such goods or services at the lowest practical cost, and to obtain such goods, or services by means of a system of competitive bidding which includes at least three bids.
- b) The provider agrees that it will not purchase, lease, or otherwise procure goods, services, or

leased space with any officer, agent or employee of the provider or with any business entity which employs, uses, or has substantial ownership by any officers, agents, or employees of the provider, unless such purchases or other procurements are in compliance with the competitive bidding provisions above.

- c) Further, regardless of the source of funding, the provider agrees to comply with the provisions of all applicable state or federal cost principles, or the provisions of OMB Circular A-87 where other cost principles do not apply. The provider recognizes that the above cost principles or Circular provide guidelines relative to competitive bidding and related party transactions.

15. Title IV-E of the Social Security Act

All allowable expenditures for payment of Title IV-E maintenance services shall meet the standards established in the following documents, which are hereby incorporated by reference: OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; OMB Circular A-122, Cost Principles for Non-Profit Organizations; Administration for Children and Families ACYF-CB-PA-97-01 Policy Announcement; Chapter 65C-19 F.A.C. Certification of Public Funds as Title IV-E Match; 3 APM 2, Vouchering, Child Welfare Services; and 45 CFR 1356.60.

16. Incident Reporting

When a facility employee who has client related duties is suspected of abuse/neglect, the provider agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The provider shall take appropriate personnel action to ensure the maximum protection of the department's clients. Nothing in this section shall be construed to in any way limit or abridge the right of the department, pursuant to Chapter 39, F.S., to restrict access to children in care by a subject of an abuse or neglect report. Additionally, the provider shall maintain and implement a current written Incident Notification Procedure that includes but is not limited to compliance with the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6, and compliance with CFOP 175-85, Prevention and Services to Missing Children.

17. Document Management

The provider will follow all department policies and procedures including the use of the statewide tracking system for document management known as DCFTracker as outlined in CFOP 15-13.

18. Facility Standards

The provider agrees that any facility used in the provision of services pursuant to the contract shall comply with state and local fire and health codes, Americans with Disabilities Act (ADA) standards, and all other codes which would apply if space so utilized were owned by the state.

19. Transportation of Clients

Providers who transport clients on a routine or emergency basis shall have written Transportation Policies and Procedures addressing the following:

- a. Safety of vehicles

- b. Safety of clients including the use of escorts or attendants, child safety seats, seat belts and restraints when necessary
- c. Drug testing of drivers and attendants as outlined in Chapter 41.2, F.A.C., for Transportation Service and
- d. Provision addressing employee training on transportation safety procedures and First Aid.

Technical assistance may be arranged through the department's contract manager. A review of policies and procedures will be conducted by the department in monitoring any contract providers who provide transportation to clients.

20. Provider Emergency Preparedness Plan

In addition to the provisions of section I.AA. in the standard contract, the following is required in the provisions of the provider's Emergency Preparedness Plan. For non-residential services, the plan shall include procedures for closure in an emergency situation and for notification of the County Office of Emergency Management and the media. The plan must be submitted for approval annually to the County Office of Emergency Management. An approved copy of the Emergency Plan must be submitted to the department's contract manager within 30 days of contract execution. If there are no changes from the previous year's approved Emergency Plan, the provider shall submit a letter to the department's contract manager within 30 days of contract execution indicating there was no change in their Emergency Plan from the previous year. Technical assistance is available upon request from the contract manager.

21. Florida Statewide Advocacy Council and the Florida Local Advocacy Council

In accordance with Chapter 402, F.S., the provider must comply with all of the Florida Statewide Advocacy Council's and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client records, files and reports in any program, service or facility that is operated, funded, licensed or regulated by the department for the purposes of investigations and monitoring.

22. Prevention and Diversion Services

The provider will make In-Home Services available to provide prevention, family intervention and diversion services to children and families referred by the department's Child Protective Investigation units.

23. Child Welfare/Community Based Care Flex Funds

The provider agrees to provide access to Child Welfare/Community Based Care Flex Funds in accordance with the Child Protective Investigator (CPI) working agreement between the department and the provider.

24. Recruitment and Retention of Licensed Foster Homes

The provider and the department agree to gather data during the fiscal year 2004-2005 related to the recruitment and retention of licensed foster homes. The data may include but is not limited to the number of foster homes licensed on the last working day of every month, the number newly licensed during the month and the number closed during the month. The data may also include the number of homes in which at least one child was placed during the 2004-2005 fiscal year.

E. LIST OF EXHIBITS

- 1. Exhibit A, Performance Reports, Includes A-1 through A-4**
- 2. Exhibit B, Termination Contingency Transition Plan**
- 3. Exhibit C, Performance Measure Terms and Methodologies**

EXHIBIT A

PERFORMANCE REPORTS

The reports identified in this Exhibit shall be completed and submitted by the provider in accordance with the listed schedule no later than 30 calendar days following the reporting period unless otherwise noted below. The current required format for such reports is identified below. The contract manager will notify the provider in writing of any changes to format or submission requirements.

Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	See Exhibit A-1. Electronic file via e-mail or Diskette	Must be completed for initial transfer of equipment, and annually thereafter on March 1st.	Contract Manager
CBC Personnel Report	See Exhibit A-3 Data elements only	Monthly; 10 th calendar day of the month for prior month	Contract Manager
Child and Family Services Report Tool	Electronic Data File with web based instructions. www.teamfla.org/databases.html .	Monthly; 5 th calendar day of the second month in which services were delivered	Contract Manager and www.teamfla.org/databases.html
Family Support Matching Report Tool (formerly known as 3MP)	Electronic file via email or diskette with web based instructions. www.teamfla.org/databases.html	Monthly; 5 th calendar day of the second month in which services were delivered	Contract Manager and DSFSM@DCF.state.fl.us
PSSF Activity Log	Exhibit A-4; with web based instructions. www.teamfla.org/databases.html	Monthly; 4th calendar day of the month for prior month.	Contract Manager and Central Office Program Manager Maria_L_del_Riesgo@dcf.state.fl.us
PSSF Match Funds Reports	Exhibit A-2. Monthly Match Collection Report Form. www.teamfla.org/databases.html	Monthly; 10 th calendar day of the month for prior month	Contract Manager and Central Office Program Manager Maria_L_del_Riesgo@dcf.state.fl.us
Child & Family Services Annual Progress and Service Report	Web based report. Instructions disseminated annually from Central Office. www.teamfla.org/databases.html	April 15 th , 2005 and annually thereafter, on May 15 th .	Contract Manager and www.teamfla.org/databases.html
Child & Family Services Five- Year Plan	Instructions disseminated from Central Office	April 15, 2009 and every 5 years thereafter	Contract Manager and www.teamfla.org/databases.html
Surplus/Deficit analysis with projected annual expenditures (Spending Plan)	Electronic	Monthly; 15 th calendar day of the second month in which services were delivered.	Contract Manager and CW/CBC Budget Specialist
Local Program Improvement Plan Report	Electronic file via e-mail or diskette	Quarterly; 10th calendar day after the end of each quarter	Contract Manager
Rilya Wilson Report	Electronic File via email	Monthly; 10 th calendar day of the month for prior month.	Contract Manager and Zone CW/CBC Program Specialist
Independent Living Spending Plan Report	Instructions disseminated from Central Office. Excel Spreadsheet available at: www.teamfla.org/databases.html	Monthly; 15 th calendar day of the month for prior month.	Contract Manager and CW/CBC Program Specialist
Child Protection Staff Roster	Electronic file stating the following information for all staff members identified on Exhibit A-3: First/last name, position title, hire date, separation date.	1. Initial List of Staff 2. Monthly updates Staff List, 10 th calendar day of the month for prior month.	Contract Manager and Child Welfare Training Unit Administrator – amy_peloquin@dcf.state.fl.us
Prevention Expenditures	Instructions disseminated from central office.	Quarterly; 10th calendar day after the end of each quarter	Contract Manager

EXHIBIT A-1

Contract Provider Property Inventory

Provider Name and Contract #

Contact Person:
 Phone Number:
 Address:
 City, State, Zip:

DCF Property #	Description	Serial #	DCF Transfer Date	Provider Purchase Date	Original Cost	Location	Condition (E-G-F-P)	Disposition Remarks/Comments

By my signature below, I hereby certify that all confidential data, including protected health information, has been permanently removed from all computer related media that has been transferred to or from my custody. Furthermore, I certify that the removal of this information has been done so in the manner described in the Department of Children and Families Operating Procedure CFOP 50-2. I understand that any violation of that procedure may result in substantial fines and/or criminal prosecution according to provisions of Federal and State statutes.

I hereby certify that all items of equipment included in this inventory list have been physically checked and are in custody of this contract provider, except as noted in the remarks section of this inventory, as of this date. I also certify to the location and condition of this equipment and/or furniture as noted.

CONTRACT PROVIDER'S SIGNATURE: _____

DATE: _____

CONTRACT MANAGER'S SIGNATURE: _____

DATE: _____

**EXHIBIT A-2
DISTRICT /REGION
MONTHLY MATCH
COLLECTION REPORT**

Promoting Safe and Stable Families Grant 25% Monthly Collection Reports

DATE: _____

DISTRICT /REGION: _____

PROVIDER NAME: _____

FOR THE PERIOD ENDING: _____

Total Match Required for the Contract	Cash	In-Kind
Family Support	\$ _____	\$ _____
Family Preservation	\$ _____	\$ _____
Time-Limited Family Reunification	\$ _____	\$ _____
Adoption Promotion and Support	\$ _____	\$ _____

Total match reported for this period:	\$ _____	\$ _____
---------------------------------------	----------	----------

Total \$ _____

Comments

Prepared By _____

Approved By _____

EXHIBIT A-3 CBC Personnel Report

(Data elements are the requirement for this report)

Provider: _____

Month: _____

County(ies):

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Authorized Counselors	0	0	0
Length of Employment			
12 Months or less	0	0	0
13 to 24 Months	0	0	0
More than 24 Months	0	0	0

Counselor Positions Filled End of Month	0	0	0
--	---	---	---

Vacancy Rate	#DIV/0!	#DIV/0!	#DIV/0!
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Authorized Supervisors	0	0	0
Length of Employment			
12 Months or less	0	0	0
13 to 24 Months	0	0	0
More than 24 Months	0	0	0

Supervisor Positions Filled End of Month	0	0	0
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Vacancy Rate	#DIV/0!	#DIV/0!	#DIV/0!
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Total Active Cases End of Month	0	0	0
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Average Counselor Caseload	#DIV/0!	#DIV/0!	#DIV/0!
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EXHIBIT A-4
Promoting Safe and Stable Families Grant
Activity Log Monthly Summary Report

Total number of hits per category spent on community facilitation and planning activities:

Family Support	_____
Family Preservation	_____
Time-Limited Family Reunification	_____
Adoption Promotion and Support Services	_____
Total	_____

Name _____

Tel # _____

Date _____

Lead Agency _____

District/ Region _____

Exhibit B
TERMINATION CONTINGENCY TRANSITION PLAN

1. Both parties agree that the primary goal and guiding principle of this Transition Plan will be to ensure child safety and continuity of service to families being served during the transition period, and that mutual cooperation will be essential in achieving this goal.
2. Both parties agree that all elements of this contract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only following written agreement of both parties.
3. A Contingency Transition Plan, developed and agreed to by both parties, will include, minimally:
 - a. A proposed transition timeframe for the transfer of staff, equipment, case management services, administrative services and functions, and sub-contracted services, that is delineated by program area and geographic region. This timeframe must provide for the completion of all transition activities within **180** calendar days from the date written termination notice is received.
 - b. Identification of any additional transition services or functions required by either party, if necessary, to ensure a seamless transition in service delivery, and proposed means of implementation.
 - c. Provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to the department or the prospective or existing community-based care provider(s) to ensure continuity of service and seamless transition throughout the phase-out process.
 - d. Provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition as may be appropriate.
 - e. Provision for the orderly transfer of all contract related records from the provider to the department, including, but not limited to: client files, client demographics, financial records and back-up.
4. Within 30 calendar days following receipt of the Termination Notice, the provider shall submit to the department the following:
 - a. An updated inventory report listing all tangible personal property, Exhibit A-1.
 - b. Financial reports including, but not limited to detailed expenditures covering the period from the effective date of the contract through the month preceding the date of the Termination Notice.
 - c. A copy of all subcontracts held by the provider, copies of the most recent monitoring reports, and year-to-date expenditure reports for each.
 - d. A detailed personnel report that includes all positions funded in whole or part through this contract, vacant positions, and projected vacancies.
5. The department may waive any of the requirements of section 4. d, at its sole discretion, if information contained in reports previously submitted by the provider has not changed.
6. The provider agrees that expenditure of unencumbered contract funds or funds otherwise uncommitted by the provider prior to the Termination Notice date will not occur without prior consent of the department during the Transition Period.
7. Consistent with the provision of Section I.I. of the Standard Contract, the provider agrees to not enter into any new subcontracts related to services or functions covered under this contract without the prior written consent of the department.

Exhibit C
Performance Measure Terms and Methodologies

Measure 1. Repeat Maltreatment. At least 95% of the children served shall be protected from child abuse and neglect. (Source: CFSR, Safety Outcome 1, Item 2)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that did not have a child protective investigation that resulted in documented findings of “verified” or “some indicators” during the six-month review period that concerned the same general conditions and/or same perpetrator as any reports before the review period. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, HomeSafenet, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% that did not have multiple verified or some indicator reports, same perpetrator./ conditions
Baseline	89%
Performance Target	95%

Measure 2. Maltreatment in Out-of-Home Care. No more than 1% of the children served in out-of-home care shall experience maltreatment. (Sources: CFSR national standard, PB2)

Methodology

Definitions	“Maltreatment” is a conclusion in a child protective investigation that resulted in documented findings of “verified” or “some indicators” and includes both actual harm, resulting from abuse or neglect, and threatened harm, but does not include “special conditions.” “Out-of-home care” means care for children in an active removal episode (between removal date and discharge date), regardless of placement type or custodian, including those in licensed board-paid foster care and kinship (relative and non-relative) care.
Algorithm	This measure is a percent. The numerator is the subset of the number of children in the denominator who had no abuse reports with maltreatment findings of "verified" or "some indicators" with an incident date that is both during the quarter and during the removal episode. The denominator is the total number of children in out-of-home care at any time during the quarter, regardless of duration of the episode. Quarterly targets are set for the purpose of contract monitoring. Annual performance is calculated as the sum of the four numerators divided by the sum of the four denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators in the contract period, expressed as a percent.
Data Sources	Hotline staff enters abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings, into the HomeSafenet database. CBC staff enters case management data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program “Abuse During Services (In-Home and Out-of-Home)” uses repository data to produce a report. The report is generated 9-10 weeks after the end of each quarter. Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	% of Children Maltreated in Period
Baseline	1.1%
Performance Target	1%

Measure 3. Children Safe in Own Homes. At least 95% of children served shall be safely maintained in their own homes whenever possible and appropriate. (Source: CFSR, Safety Outcome 2, Items 3 and 4)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation of appropriate services to facilitate placement prevention or reunification and appropriate response (including placement) to any maltreatment of the target child. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% with appropriate services & response to maltreatment
Baseline	92%
Performance Target	95%

Measure 4. Re-entry into Out-of-Home Care. The percentage of children entering out-of-home care who are re-entering within 12 months of a prior reunification or release to relatives shall not exceed 8.6%. (Source: CFSR national standard, PB2)

Methodology

Definitions	“Out-of-home care” means care for children in an active removal episode (between removal date and discharge date), regardless of placement type or custodian, including those in licensed board-paid foster care and kinship (relative and non-relative) care.
Algorithm	This “retrospective” measure is a percent and uses a cohort of all children entering care during the same quarter and “looks back” over the last 12 months. The numerator is the subset of the number of children in the denominator who re-entered care within 12 months of the discharge date of a prior episode with a discharge reason of reunification or release to relatives. The denominator is the total number of children with a removal date during the quarter. Quarterly targets are set for the purpose of contract monitoring. Annual performance is calculated as the sum of the four numerators divided by the sum of the four denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators in the contract period, expressed as a percent.
Data Sources	PI staff and CBC staff enter removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses repository data to produce a report, “Percent of Children Entering Out-of-Home Care who Returned in Less than 12 months of a Prior Reunification or Release to Relatives.” Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	% Children Re-entering Care within 12 Months of Discharge
Baseline	2.4%
Performance Target	8.6%

Measure 5. Time to Reunification. The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least 76.2%. (Source: CFSR national standard, PB2)

Methodology

Definitions	“Reunified” means return to the parent(s) or other primary caretaker(s) from whom the child was removed.
Algorithm	This measure is a percent. The numerator is the subset of the children in the denominator who were reunified within twelve months of the most recent removal. The denominator is the total number of children reunified during the reporting period. Quarterly targets are set for the purpose of contract monitoring. Annual performance is calculated as the sum of the four numerators divided by the sum of the four denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators in the contract period, expressed as a percent.
Data Sources	PI staff and CBC staff enter removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses repository data to produce a report, “Children Reunified within 12 Months.” Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	Percent Reunified within 12 Months
Baseline	60.7%
Performance Target	76.2%

Measure 6. Time to Adoption. The percentage of children with finalized adoptions whose adoptions were finalized within 24 months of the latest removal shall be at least 32%. (Source: CFSR national standard, PB2)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of children in the denominator whose finalizations were within 24 months of the removal date. The denominator is the total number of children whose adoptions were finalized during the quarter. Quarterly targets are set for the purpose of contract monitoring. Annual performance is calculated as the sum of the four numerators divided by the sum of the four denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators in the contract period, expressed as a percent.
Data Sources	CBC staff enters removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses repository data to produce a report, "Children Adopted within 24 Months" one week after the end of each quarter. Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	% Children with Adoptions Finalized within 24 Months
Baseline	40.0%
Performance Target	32.0%

Measure 7. Permanency and Stability. At least 95% of children served shall have permanency and stability in their living situations. (Source: CFSR, Permanency Outcome 1, Items 5-10)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation of permanency and stability in the target child's living situation. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% with permanency & stability
Baseline	69%
Performance Target	95%

Measure 8. Children in Out-of-Home Care More than 12 Months. No more than 39.73 % of children in out-of-home care on June 30, 2005 shall have been in out-of-home care more than 12 months or more.
 (Source: Department Priority)

Methodology

Definitions	“Out-of-home care” means care for children in an active removal episode (between removal date and discharge date), regardless of placement type or custodian, including those in licensed board-paid foster care and kinship (relative and non-relative) care.
Algorithm	This measure is a percent of the children in out-of-home care who have been in out-of-home care 12 months or more. The numerator is the number of children in out-of-home care 12 months or more from their initial removal date on June 30, 2005. The denominator is the total number of children in out-of-home care on June 30, 2005. Monthly reports, for the purpose of tracking performance, will use the last day of the report month in both the numerator and the denominator instead of June 30, 2005.
Data Sources	Protective Investigators and CBC staff enter case management, removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses repository data to produce a report, “Children in Out-of-Home Care by Time in Care.” Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	Number of Children in Out-of-Home Care More than 12 Months
Baseline	43.65%
Performance Target	39.73%

Measure 9. Continuity of Family Relationships. The continuity of family relationships and connections shall be preserved for at least 95% of the children served. (Source: CFSR, Permanency Outcome 2, Items 11-16)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation of continuity of family relations and connections. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

Statewide	% with continuity of family relations & connections
Baseline	81%
Performance Target	95%

Measure 10. Number of Finalized Adoptions. At least 10 adoptions shall be finalized during state fiscal year 2004-05. (Source: Department Priority)

Methodology

Definitions	None needed.
Algorithm	This measure is a simple count of the number of children whose adoptions were finalized. It uses an ad hoc report prepared by the DCF CW & CBC data support unit. Monthly targets are set for the purpose of contract monitoring. Annual performance is the number of children whose adoptions were finalized during the fiscal year 2004-2005 as of the time the report is run on July 8, 2005. Contract performance is the number of children whose adoptions were finalized during the fiscal year 2004-2005 as of the time the report is run on July 8, 2005.
Data Sources	CBC staff enters case management data, including finalizations, into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn ad hoc report program uses repository data to produce a monthly report.

Baseline and Target

	# finalized adoptions
Baseline	3
Performance Target	10

Measure 11. Achieve or Surpass Minimum Thresholds for Federal Eligibility Rates.

- A. At least 65% of children in non-TANF out of home care will be eligible for Title IV-E.
- B. At least 80% of children receiving TANF out of home and in-home supports will be eligible for TANF. (Source: Department Priority)

Methodology

Definitions	<ul style="list-style-type: none"> ▪ IV-E eligibles are those persons recorded/coded in HSn as eligible. ▪ TANF eligibles are those persons recorded/coded in HSn as eligible.
Algorithm	<p>These measures will be reported monthly as both individual month and annual average quantities. Final performance for contract purposes will be assessed as the annual average percentage achieved July 1, 2004 - June 30, 2005.</p> <p>Each measure is a percent.</p> <p>A. The numerator is the total of Title IV-E Eligible/Reimbursable and Title IV-E Eligible/Nonreimbursable. The denominator is the total of children in non-TANF out-of-home care. Individual month calculation is based on these quantities for each month. Annual average will be the sum of the monthly numerators and denominators divided by 12.</p> <p>B. The numerator is the total of TANF Out of Home Eligible plus TANF In Home Services Eligible. The denominator is the total of children in TANF out of home care plus TANF in home supports. Individual month calculation is based on these quantities for each month. Annual average will be the sum of the monthly numerators and denominators divided by 12.</p>
Data Sources	The HSn Report "Client Eligibility Data Report for Cost Allocation" provides monthly client count eligibility data for each CBC and DCF service area
Data Process	The HSn Cost Allocation Report is reformatted into percentages each month by Revenue Management as the Eligibility Report. Annual [and quarterly, if determined to be helpful] quantities will be calculated from the same data source by the Child Welfare/Community-Based Care program office

Baseline and Target

	% determined accurately and completely
Baseline	65.38% IV-E 84.55% TANF
Performance Target	65% IV-E 80% TANF

Measure 12. Enhanced Capacity. At least 95% of families served shall have enhanced capacity to provide for their children’s needs. (Source: CFSR, Well-Being Outcome 1, Items 17-20)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation of enhanced capacity of parents to provide for their children’s needs. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the question(s) for this measure on the Child Welfare Integrated Quality Assurance (CWIQA) tool. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% with enhanced capacity to provide for their children’s needs
Baseline	72%
Performance Target	95%

Measure 13. Substance Abuse Treatment. At least 55% of adults with child welfare case plans requiring substance abuse treatment shall have documentation that the adult completed treatment or was actively receiving treatment at the time of the review. (Source: PB2)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator with documentation that either: (1) the adult completed treatment or (2) the adult was actively receiving treatment at the time of the review. The denominator is the total number of cases reviewed where the case plan requires substance abuse treatment. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. This measure and its sample size are based on the number of adults requiring substance abuse treatment in the child welfare case plan. A similar review in 2003 found that approximately half of all case plans included required substance abuse treatment for at least one adult. The actual number of such adults in all cases is not known, so a larger number of files must be selected to achieve an appropriate sample size for this measure. The CWIQA instructions provide the method of ensuring the desired sample size. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The sample will be drawn from all cases that were open for at least six months and were open at least one day of the six-month review period. This sampling method will include some cases that were open and some that were closed at the time of the file review. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% Adults Completed/ Receiving SA Treatment
Performance Target	55%

Measure 14. Educational Needs. At least 95% of children served shall receive appropriate services to meet their educational needs. (Source: CFSR, Well-Being Outcome 2, Item 21)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation of appropriate services to meet the educational needs of the target child. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% who received appropriate services to meet their educational needs
Baseline	90%
Performance Target	95%

Measure 15. Physical and Mental Health Needs. At least 95% of children served shall receive adequate services to meet their physical and mental health needs. (Source: CFSR, Well-Being Outcome 3, Items 22-23)

Methodology

Definitions	None needed.
Algorithm	This measure is a percent. The numerator is the subset of the number of cases in the denominator that had documentation that the target child received adequate services to meet the child's physical and mental health needs. The denominator is the total number of cases reviewed where a determination could be made on this measure. Annual performance is calculated as the sum of the two numerators divided by the sum of the two denominators in the state fiscal year, expressed as a percent. Contract performance is calculated as the sum of the numerators divided by the sum of the denominators, for any reviews conducted during the contract period, expressed as a percent.
Data Sources	Case files, CWIQA tool, Quality Management Report of Findings
Data Process	Performance on this measure will be determined through a semi-annual review of case files and HomeSafenet data by DCF Quality Management staff, using the Child Welfare Integrated Quality Assurance (CWIQA) tool. The CWIQA, hereby incorporated by reference, delineates the items that will be used to determine performance on this measure. The sample size of cases applicable to this measure must be large enough for a confidence level of 90% and a confidence interval of 10%. The random sample must be drawn using random numbers provided by the Office of Contracted Client Services. The Quality Management reviewers will read case files and will record their findings in an Excel spreadsheet. An Excel spreadsheet is used to aggregate the findings.

Baseline and Target

	% who received adequate services to meet their physical & mental health needs
Baseline	69%
Performance Target	95%

Measure 16. Children Seen Each Month. 100% of children under supervision who are required to be seen each month shall be seen each month (Source: Department Priority; also related to CFSR Outcome WB1, Item 19, Worker Visits with Child)

Methodology

Definitions	Children required to be seen each month are all children under the supervision of the provider unless there is: a) there is an active alert in HSn documenting that the child has absconded, runaway, or been abducted; b) documentation in HSn that the Court has ordered the department or provider to have no contact with the child; c) documentation in HSn the child is out-of-state; or d) documentation in HSn that the child is in long term licensed custody.
Algorithm	This measure is a percent. The numerator is the total number of children seen. The denominator is the number of children required to be seen. Annual contract performance is calculated as the sum of the 12 numerators divided by the sum of the 12 denominators in the state fiscal year.
Data Sources	CBC staff enters case management data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program "Number and Percent of Children Seen" uses repository data to produce a report. Data from the "Number and Percent of Children Seen" report will be used to create a manual report showing provider performance on this measure. Online user documentation for the "Number and Percent of Children Seen" report is available in HSn. Written report specifications are available upon request.

Baseline and Target

	% of children seen
Baseline	98.9%
Performance Target	100%

ATTACHMENT II
Schedule of Funding Sources
FY 2003- 2004

General Revenue	164,885
Administrative Trust Fund	5,466
Tobacco Settlement Trust Fund	72,114
Operations and Maintenance Trust Fund	12,338
Temporary Aid to Needy Families – MOE	33,964
High Risk Newborn	1,133
Social Services Block Grant	4,814
Social Services Block Grant 2	43,526
Child Abuse Prevention and Treatment Act	2,289
Title IV-E Adoption	47,788
Title IV-B	11,839
Promoting Safe and Stable Families	14,427
Chafee Foster Care Independence Program	15,794
Medicaid Administration	1,034
Title IV-E Foster Care	120,029
Temporary Assistance to Needy Families	81,217
 Grand Total	 632,637

ATTACHMENT II A			
D4 Nassau County			
Schedule of Funds			
FY 2004-2005			
		Funding with Special Limits	Other Funding
State Funds			
General Revenue			\$ 594,427
Administrative Trust Fund			\$
Tobacco Settlement Trust Fund			\$ 228,630
Operations & Maintenance Trust Fund			\$ 41,185
Sub-Total Non-Restricted State Funds			\$ 863,242
Other State Funds			
TANF MOE (PR2LM)	\$ 95,873		
Home Visitor/High Risk Newborn (PRHRN)	\$ 3,198		
Federal Sources			
SSBG			\$ 22,977
SSBG2			\$ 110,933
Title IV-B			\$ 28,970
Maintenance (PR046)	\$ 11,935		
Title IV-E Foster Care			\$ 385,824
Title IV-E Adoption Services			\$ 166,481
Medicaid Administration			\$ 3,595
Chafee Education and Training Vouchers (PRCET)	\$ 12,553		
Chafee Independent Living			\$ 19,431
Room and Board (PRCRB)	\$ 2,602		
RTI Program Scholarship (PRCSS)	\$ 17,715		
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)	\$ 11,860		
Family Support Services (PRE06)	\$ 11,104		
Time-Limited Reunification Services (PRE11)	\$ 12,650		
Adoption Promotion and Support (PRE12)	\$ 16,181		
Community Facilitation			\$ 7,072
State Access & Visitation Grant			\$
CAPTA			\$ 2,869
TANF			\$ 263,974
Community Prevention Initiatives (CPI00)	\$ 26,574		
Sub-Totals	\$ 222,245		\$ 1,875,188
Total All General Program Funds			\$ 2,097,433
Enhanced Residential Group Care Restricted Funds			
General Revenue			\$
Replacement for 19SRG and 19CRG (RGC19)	\$ 42,565		\$
Medicaid Administration			\$
Title IV-E Foster Care			\$
Sub-Totals	\$ 42,565		\$
Total All Enhanced RGC Funds	\$ 42,565		\$
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)	\$ 856.00		
Federal Grants Trust Fund (TRAEP, TRFEP)	\$ 2,117		
Welfare Transition Trust Fund (TRATP, TRFTP)	\$ 447.00		
Sub-Totals	\$ 3,420		
Total All Foster Parent Training Funds			\$ 3,420
Total of All Contract Funds			\$ 2,143,418

ATTACHMENT II B			
D4 Nassau County.			
Schedule of Funds			
FY 2005-2006			
FUNDING AMOUNTS INTENTIONALLY LEFT BLANK ON THIS PAGE	Funding with Special Limits	Other Funding	
State Funds			
General Revenue			
Administrative Trust Fund			
Tobacco Settlement Trust Fund			
Operations & Maintenance Trust Fund			
Sub-Total Non-Restricted State Funds			
Other State Funds			
TANF MOE (PR2LM)			
Home Visitor/High Risk Newborn (PRHRN)			
Federal Sources			
SSBG			
SSBG2			
Title IV-B			
Maintenance (PR046)			
Title IV-E Foster Care			
Title IV-E Adoption Services			
Medicaid Administration			
Chafee Education and Training Vouchers (PRCET)			
Chafee Independent Living			
Room and Board (PRCRB)			
RTI Program Scholarship (PRCSS)			
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)			
Family Support Services (PRE06)			
Time-Limited Reunification Services (PRE11)			
Adoption Promotion and Support (PRE12)			
Community Facilitation			
State Access & Visitation Grant			
CAPTA			
TANF			
Community Prevention Initiatives (CPI00)			
Sub-Totals			
Total All General Program Funds			
Enhanced Residential Group Care Restricted Funds			
General Revenue			
Replacement for 19SRG and 19CRG (RGC19)			
Medicaid Administration			
Title IV-E Foster Care			
TANF			
Sub-Totals			
Total All Enhanced RGC Funds			
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)			
Federal Grants Trust Fund (TRAEP, TRFEP)			
Welfare Transition Trust Fund (TRATP, TRFTP)			
Sub-Totals			
Total All Foster Parent Training Funds			
Total of All Contract Funds			

ATTACHMENT II C			
D4 Nassau County.			
Schedule of Funds			
FY 2006-2007			
FUNDING AMOUNTS INTENTIONALLY LEFT BLANK ON THIS PAGE	Funding with Special Limits	Other Funding	
State Funds			
General Revenue			
Administrative Trust Fund			
Tobacco Settlement Trust Fund			
Operations & Maintenance Trust Fund			
Sub-Total Non-Restricted State Funds			
Other State Funds			
TANF MOE (PR2LM)			
Home Visitor/High Risk Newborn (PRHRN)			
Federal Sources			
SSBG			
SSBG2			
Title IV-B			
Maintenance (PR046)			
Title IV-E Foster Care			
Title IV-E Adoption Services			
Medicaid Administration			
Chafee Education and Training Vouchers (PRCET)			
Chafee Independent Living			
Room and Board (PRCRB)			
RTI Program Scholarship (PRCSS)			
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)			
Family Support Services (PRE06)			
Time-Limited Reunification Services (PRE11)			
Adoption Promotion and Support (PRE12)			
Community Facilitation			
State Access & Visitation Grant			
CAPTA			
TANF			
Community Prevention Initiatives (CPI00)			
Sub-Totals			
Total All General Program Funds			
Enhanced Residential Group Care Restricted Funds			
General Revenue			
Replacement for 19SRG and 19CRG (RGC19)			
Medicaid Administration			
Title IV-E Foster Care			
TANF			
Sub-Totals			
Total All Enhanced RGC Funds			
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)			
Federal Grants Trust Fund (TRAEP, TRFEP)			
Welfare Transition Trust Fund (TRATP, TRFTP)			
Sub-Totals			
Total All Foster Parent Training Funds			
Total of All Contract Funds			

ATTACHMENT II D			
D4 Nassau County			
Schedule of Funds			
FY 2007-2008			
FUNDING AMOUNTS INTENTIONALLY LEFT BLANK ON THIS PAGE		Funding with Special Limits	Other Funding
State Funds			
General Revenue			
Administrative Trust Fund			
Tobacco Settlement Trust Fund			
Operations & Maintenance Trust Fund			
Sub-Total Non-Restricted State Funds			
Other State Funds			
TANF MOE (PR2LM)			
Home Visitor/High Risk Newborn (PRHRN)			
Federal Sources			
SSBG			
SSBG2			
Title IV-B			
Maintenance (PR046)			
Title IV-E Foster Care			
Title IV-E Adoption Services			
Medicaid Administration			
Chafee Education and Training Vouchers (PRCET)			
Chafee Independent Living			
Room and Board (PRCRB)			
RTI Program Scholarship (PRCSS)			
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)			
Family Support Services (PRE06)			
Time-Limited Reunification Services (PRE11)			
Adoption Promotion and Support (PRE12)			
Community Facilitation			
State Access & Visitation Grant			
CAPTA			
TANF			
Community Prevention Initiatives (CPI00)			
Sub-Totals			
Total All General Program Funds			
Enhanced Residential Group Care Restricted Funds			
General Revenue			
Replacement for 19SRG and 19CRG (RGC19)			
Medicaid Administration			
Title IV-E Foster Care			
TANF			
Sub-Totals			
Total All Enhanced RGC Funds			
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)			
Federal Grants Trust Fund (TRAEP, TRFEP)			
Welfare Transition Trust Fund (TRATP, TRFTP)			
Sub-Totals			
Total All Foster Parent Training Funds			
Total of All Contract Funds			

ATTACHMENT II E			
D4 Nassau County			
Schedule of Funds			
FY 2008-2009			
FUNDING AMOUNTS INTENTIONALLY LEFT BLANK ON THIS PAGE	Funding with Special Limits	Other Funding	
State Funds			
General Revenue			
Administrative Trust Fund			
Tobacco Settlement Trust Fund			
Operations & Maintenance Trust Fund			
Sub-Total Non-Restricted State Funds			
Other State Funds			
TANF MOE (PR2LM)			
Home Visitor/High Risk Newborn (PRHRN)			
Federal Sources			
SSBG			
SSBG2			
Title IV-B			
Maintenance (PR046)			
Title IV-E Foster Care			
Title IV-E Adoption Services			
Medicaid Administration			
Chafee Education and Training Vouchers (PRCET)			
Chafee Independent Living			
Room and Board (PRCRB)			
RTI Program Scholarship (PRCSS)			
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)			
Family Support Services (PRE06)			
Time-Limited Reunification Services (PRE11)			
Adoption Promotion and Support (PRE12)			
Community Facilitation			
State Access & Visitation Grant			
CAPTA			
TANF			
Community Prevention Initiatives (CPI00)			
Sub-Totals			
Total All General Program Funds			
Enhanced Residential Group Care Restricted Funds			
General Revenue			
Replacement for 19SRG and 19CRG (RGC19)			
Medicaid Administration			
Title IV-E Foster Care			
TANF			
Sub-Totals			
Total All Enhanced RGC Funds			
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)			
Federal Grants Trust Fund (TRAEP, TRFEP)			
Welfare Transition Trust Fund (TRATP, TRFTP)			
Sub-Totals			
Total All Foster Parent Training Funds			
Total of All Contract Funds			

ATTACHMENT III

Information System Requirements

Compatibility and Access

The department presently maintains information in the HomeSafenet Information System (formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Integrated Child Welfare Services Information System (ICWSIS). The provider must enter data into and retrieve data from these applicable systems. The provider shall have limited access to the Florida Abuse Hotline Information System (FAHIS). In accordance with Florida Statutes, Florida Administrative Code and departmental 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 ch. 119, F.S. or any associated Florida Administrative Code and departmental standards and procedures, 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, the department 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. The department may require the provider to accurately complete a self-audit questionnaire relating to the electronic information systems the provider and any subcontractors or affiliates participating under this contract use. 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 the department may also be monitored by department 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 including but not limited to those listed in Attachment IV.

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

Liability for System Failure

The department is not liable to the provider for a failure of any of the department's systems or for the degradation or disruption of any connection or system. Provider loss or diminution of access to the department's systems for any reason shall not excuse the provider from its obligations under this contract. The length of time of a department system failure will be calculated in working days. The provider shall be held accountable for late data input due to a department systems failure of less than one working day. Department systems failure of more than one working day shall be calculated as follows: For each additional working day of department systems failure the provider shall have two working days for data input before they are held accountable for late data input.

Integrated Child Welfare Service Information System

The provider shall enter data into ICWSIS within 48 hours to indicate changes in a child's living arrangements or legal status or changes made to a foster home's status.

HomeSafenet Requirements

HomeSafenet Information System (HomeSafenet) is the department's system of record for all casework. The provider specifically agrees that HomeSafenet will always contain the most current and the most accurate information regardless of any other systems employed.

The provider specifically agrees to collect, enter and maintain all data to meet HomeSafenet requirements in accordance with HomeSafenet policies and procedures including timeliness criteria.

Caseworkers shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within HomeSafenet.

The provider is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to HomeSafenet for subsequent releases. This includes data entered before the provider assumed responsibility for services. The provider is also responsible for any manual data conversion activities required. If additional funds are made available to the Region for this purpose, a proportionate amount will be added to this contract for a similar level of effort.

Joint Application Development (JAD) Sessions and Testing. The provider shall participate in JAD sessions and acceptance testing during the development of HomeSafenet. The provider shall be responsible for any travel costs associated with attendance at these sessions.

Application Training. The provider shall participate in application training for use of the system, as required during the deployment of future HomeSafenet functionality. The provider shall be responsible for any travel costs associated with attendance at these training sessions.

Site Survey. The provider agrees to allow the department to conduct a site survey to determine needs related to the implementation of HomeSafenet at the provider's site(s). The department agrees to determine the resources needed to equip the provider's staff and in evaluating site security requirements.

Equipment. The provider may not use equipment provided by the department and purchased with HomeSafenet funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the department's federally approved cost allocation plan for HomeSafenet. HomeSafenet computer equipment shall not be transferred, replaced or disposed of by the provider without prior permission of the contract manager.

Information Technology Support

The purpose of this section is to define the areas of Information Technology (IT) support and responsibility between the provider and the department's Region Management Information Systems. Certain conditions based on physical location of the provider staff, department staff, ownership of the building leases and ownership of the facility LAN and WAN connections will impact the specific IT support for the provider.

With respect to IT support for provider staff located in a department facility, where the Local Area Network and Wide Area Network connections are controlled by the department, the following will be supported:

Department staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the department to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

The department agrees to provide PC Software and Security access assistance to the provider staff only for state-owned applications. Example: Novell, FAHIS, HSN and Adoption Exchange. The provider shall provide PC Software and Security access assistance to the provider staff for non state-owned applications.

The department's Office of Information Systems Customer Assistance Center in Tallahassee will be the Tier One or initial contact for support on provider computer issues. All IT support will be documented by means of a generated work order by the department.

Any installation of any type of Network Server on a department LAN must be approved by the department's Region Information Systems Director.

With respect to IT support for provider staff located in a provider facility where the Local Area Network and Wide Area Network connections are controlled by the provider, the following will be supported:

The department agrees to coordinate with the provider MIS staff in the installation, configuration and security access to any state owned application(s). The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

Provider staff may optionally call the Customer Assistance Center in Tallahassee for first line of support, or they can call their own provider network helpdesk support first.

Provider staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the provider to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The provider shall provide PC Software and Security access assistance to the provider staff for only provider-owned applications

ATTACHMENT IV AUTHORITY AND REQUIREMENTS

The provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that do or may affect the subject areas of this contract. Authorities include, but are not limited to the following:

I. PROGRAMMATIC AUTHORITY (FEDERAL)

- A.** Federal foster care services: Social Security Act, Title IV-B and Title IV-E, as amended (42 U.S.C. 670-679a; 45 C.F.R. 1355-1357); P.L. 96-272, Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 670, et seq.); P.L. 100-485, Family Support Act of 1988 (42 U.S.C. 602; 42 U.S.C. 1396a; 45 C.F.R. 92.32 Uniform Requirements for Grant and Cooperative Agreements Equipment; 45 C.F.R. 95, 204-206, 233, 234, 260); P.L. 103-382, S. 551, The Multiethnic Placement Act of 1994 (MEPA); P.L. 104-188, S. 1808, Removal of Barriers to Interethnic Adoption; P.L. 105-89, Adoption and Safe Families Act of 1997; P.L. 106-169, Foster Care Independence Act of 1999.
- B.** Federal child welfare services: Social Security Act, as amended; Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 620-628a; 45 C.F.R. 1355-1357)
- C.** Federal family preservation and support services: Social Security Act, as amended (42 U.S.C. 629-629e; 45 C.F.R. 1355-1357).
- D.** The provider shall ensure compliance with Title IV-B of the Social Security Act, Title IV-E of the Social Security Act, Social Services Block Grant (SSBG), Title XIX (Medicaid), and Temporary Assistance for Needy Families (TANF).
- E.** Federal Indian Child Welfare Act of 1978, 25 U.S.C. 1901 et seq.
- F.** Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

II. FLORIDA STATUTES

Applicable Florida Statutes as amended from time to time including, but not by way of limitation:

A. Child Welfare/Community-Based Care Program

- CH 39 Proceedings Relating to Children
- CH 61 Dissolution of Marriage; Support; Custody
- CH 63 Adoption
- CH 383 Maternity And Infancy Hygiene
- CH 391 Children's Medical Services
- CH 393 Developmental Disabilities
- CH 402 Health And Human Services: Miscellaneous Provisions
- CH 409 Social And Economic Assistance
- CH 411 Handicap Or High-Risk Condition Prevention And Early Childhood Assistance
- CH 414 Family Self-Sufficiency
- CH 415 Adult Protective Services
- CH 435 Employment Screening
- CH 455 Business And Professional Regulation: General Provisions
- CH 490 Psychological Services
- CH 491 Clinical, Counseling, And Psychotherapy Services
- CH 743 Disability Of Nonage Of Minors Removed

- CH 760 Discrimination In The Treatment Of Persons; Minority Representation
- CH 827 Abuse Of Children

B. Substance Abuse and Mental Health Services

- CH 381 Public Health: General Provisions
- CH 386 Particular Conditions Affecting Public Health
- CH 394 Mental Health
- CH 397 Substance Abuse Services
- CH 458 Medical Practice
- CH 459 Osteopathic Medicine
- CH 464 Nursing
- CH 465 Pharmacy
- CH 499 Drug, Cosmetic, And Household Products
- CH 553 Building Construction Standards
- CH 893 Drug Abuse Prevention And Control

C. Department of Management Services

- Section 112.061 Per diem and travel expenses of public officers, employees, and authorized persons.
- Section 112.3185 Contractual services.
- CH 120 Administrative Procedures Act.
- Section 215.422 Warrants, vouchers, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.
- Section 255.0515 Bids for state contracts; substitution of subcontractors.
- CH 287 Procurement Of Personal Property and Services.

D. Statewide Requirements

- Section 23.30, F.S. Florida Customer Service Standards Act
- CH 119 Public Records
- CH 282 Communications and Data Processing
- CH 815 Computer-Related Crimes

III. FLORIDA ADMINISTRATIVE CODE (RULES)

A. Child Welfare/Community-Based Care Program

- 65C-6 Domestic Violence
- 65C-7 Specific Standards For Child Protection Teams
- 65C-8 Sexual Abuse Treatment Program
- 65C-9 Alien Children
- 65C-10 Child Protective Investigations
- 65C-11 Protective Services
- 65C-12 Emergency Shelter Care
- 65C-13 Substitute Care Of Children
- 65C-14 Group Care
- 65C-15 Child-Placing Agencies
- 65C-16 Adoptions
- 65C-17 Master Trust
- 65C-20 Family Day Care Standards and Large Family Child Care Homes
- 65C-21 Subsidized Child Care

- 65C-22 Child Care Standards
- 65C-23 WAGES Hardship Exemption and Prevention Services
- 65C-24 Relative Caregiver
- 65C-25 Specialized Child Care Facilities for the Care of Mildly-Ill Children

B. Substance Abuse and Mental Health Services

- 65E-4 Community Mental Health Regulation
- 65E-5 Mental Health Act Regulation
- 65E-10 Psychotic and Emotionally Disturbed Children - Purchase of Residential Service Rules
- 65E-12 Public Mental Health, Crisis Stabilization Units, Short-Term Residential Treatment Programs
- 65E-14 Community Alcohol, Drug Abuse and Mental Health Services - Financial Rules
- 65E-15 Continuity of Care Case Management
- 65E-20 Forensic Client Services Act Regulation

IV. CHILD WELFARE/COMMUNITY-BASED CARE OPERATING PROCEDURES:

The provider may develop operating procedures to be approved by the department equivalent to the following subjects. In the interim, the provider must follow the department's equivalent operating procedures.

- CFOP 15-12 Procedures for Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation Report
- CFOP 30-5 Cases Requiring Entry of a Final Order
- CFOP 60-11 Policy On Domestic Violence, Chapter 1
- CFOP 60-52 Employees as Guardians Ad Litem
- CFOP 175-15 Child Welfare Legal Services
- CFOP 175-16 Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
- CFOP 175-17 Child Death Review Procedures
- CFOP 175-18 Child Care Training
- CFOP 175-19 Administrative Fines for False Reporting of Abuse, Neglect and Abandonment
- CFOP 175-20 Child Protection Teams and Sexual Abuse Treatment Programs
- CFOP 175-21 Investigative Response
- HRSOP 175-22 Diligent Search
- CFOP 175-23 Case Supervision in Initial Responses/Assessments Involving Shelter Care
- CFOP 175-24 Predisposition Study
- CFOP 175-25 Additional and Supplemental Reports
- HRSOP 175-26 Confidentiality of Children and Families Records
- CFOP 175-28 Allegation Matrix
- CFOP 175-29 Temporary Assistance for Needy Families (TANF) Funding for Services
- HRSOP 175-33 Out-Of-Town Inquiries
- CFOP 175-34 Removal and Placement of Children
- CFOP 175-36 Reports and Services Involving Indian Child
- CFOP 175-37 Sharing Records With Children
- CFOP 175-38 Reunification
- CFSOP 175-39 Change of Custody
- CFOP 175-40 Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
- CFOP 175-41 Family Assessment
- CFOP 175-42 Case Chronological Documentation
- CFOP 175-43 Courtesy Supervision
- CFOP 175-44 Services to Refugee and Entrant Unaccompanied Minors
- CFOP 175-45 Assessment of Florida Abuse Hotline Information Referrals

CFOP 175-46	Duplicate and Sequence Merges
CFOP 175-47	Termination of Services - General
CFOP 175-48	Transfer of Cases Within and Between Districts
CFOP 175-49	Reports Involving Allegations of Medical Neglect of an Infant with a Life Threatening Condition
CFOP 175-50	Visitation and Other Contact with Children in Shelter
CFOP 175-51	Manual Expunction of Florida Abuse Hotline Information System Records
CFOP 175-52	Relicensing Child-Placing Agencies
CFOP 175-54	Interstate Compact on the Placement of Children
CFOP 175-55	Priority Placement under the Interstate Compact on the Placement of Children
CFOP 175-56	Reports Involving Families Residing on Federal Property
CFOP 175-57	Caller Identification
CFOP 175-58	Relicensing of Family Foster Homes and Emergency Shelter Care Homes
CFOP 175-59	Master Trust for Benefit of Family Safety and Preservation Program Clients
CFOP 175-60	State Institutional Claims for Damages Caused by Shelter or Foster Child
CFOP 175-61	Exit Interviews for Children in Shelter/Foster Care
CFOP 175-62	Expediting Permanency for Abandoned Infants
CFOP 175-64	Family Foster Home Waivers
CFOP 175-67	Finalized Adoption Cases and Automated System Client Identifiers
CFOP 175-69	Hospital/Emergency Room Child Abuse Reports
CFOP 175-70	Funeral Arrangements for Children in Foster Care
CFOP 175-71	Title IV-E Foster Care and Adoption Subsidy
CFOP 175-72	New Children In Families With Active Investigations Or Case Services Or Where Involuntary Termination Of Parental Rights Has Occurred In The Past
CFOP 175-76	Employees Involved In Reports Of Abuse, Neglect, Abandonment Or Exploitation
CFOP 175-77	WAGES/Hardship Exemption - Substitute Care Review
CFOP 175-79	Relative Caregiver Program
CFOP 175-80	Independent Living Services (Ages 16 to 21)
CFOP 175-81	Subsidized Independent Living (SIL)
CFOP 175-83	Identification of Children
CFOP 175-85	Prevention, Reporting and Services To Missing Children
CFOP 175-86	Dependency Court Intervention In Cases Of Abuse Or Neglect By Non-Custodial Parents
CFOP 175-88	The Prevention And Placement Of Child Victims And Aggressors Involved In Child-On-Child Sexual Abuse, Sexual Assault, Seduction Or Exploitation In Substitute Care
CFOP 175-89	Filing Of Petition For Release Of Abuse Records To The Public
CFOP 175-90	"Extraordinary Circumstances" For Extension Of Case Plans
CFOP 175-91	Abuse And Neglect Clearance Of Informal Child Care Providers
CFOP 175-93	TANF Uses in Family Safety
CFOP 175-94	Direct Access To Information for Background or Criminal History Checks for Investigations, Emergency Placements, and Out of the Ordinary Circumstances
CFOP 175-96	Coordination of Services Including Mental Health and Substance Abuse Services for Youth in the Care and Custody of DCF and Served by the DJJ
CFOP 215-6	Incident Reporting and Client Risk Prevention

V. MISCELLANEOUS

A. Department of Children and Families Operating Procedures

CFOP 15-4	Records Management
CFOP 15-13	DCFTracker Management System
CFOP 75-2	Contract Management System for Contractual Services
CFOP 75-8	Contract Monitoring
CFOP 125-1	Community Resources/Volunteer Management
CFOP 155-10	Mental Health Services for Children in the Custody of the Department
CFOP 180-4	Mandatory Reporting Requirements to the Office of the Inspector General

B. Information Systems Operating Procedures

CFOP 50-2	Security of Data and Information Technology Resources
CFOP 50-7	Policy on Enhanced Workstations and Statewide Office Automation Standards.
CFOP 50-6	Security
CFOP 50-9	Policy on Information Resource Requests

C. Federal Cost Principles (www.whitehouse/omb/circulars/index)

OMB Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
OMB Circular A-122	Cost Principles for Non-Profit Organizations
OMB Circular A-133, as amended	Audits of States, Local Governments, and Non-Profit Agencies

ATTACHMENT V

Tangible Personal Property Requirements

1. Definitions.

- a. As used in this section, "property" includes:
- (1) Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more, and the expected useful life of which at the time of transfer or purchase is one (1) year or more.
 - (2) All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.
- b. As used in this section, "motor vehicles" includes any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

2. Transferred Property.

If this contract is preceded immediately by a Community-Based Care start-up contract, the closeout inventory that was completed no later than 30 calendar days before the completion or termination of the Community-Based Care start-up contract shall be used as the beginning inventory for this services contract.

- a. Before transferring property to the provider from the department, all property to be transferred shall be inventoried, and the inventory shall be agreed upon and signed by both parties. The property decal for each property item shall be removed by the department prior to transfer. The department shall be responsible for adjusting the department's property records to reflect this transfer and change of ownership.
- b. The agreed upon inventory shall include, at a minimum, the property decal number, a description of the property, model number, manufacturer's serial number, date of acquisition, original acquisition cost and location.
- c. Annually thereafter, the provider shall submit to the department a complete inventory of all property transferred to the provider from the department. This includes the closeout inventory that was completed no later than 30 days before the completion or termination of the Community-Based Care start-up contract. The inventory shall include all data elements described in 2.b. above, and clearly reflect any replacement or disposition of the property.
- d. If the original acquisition cost of a property item is not available at the time of transfer, an estimated value shall be agreed upon by both parties and that value shall be used in place of the original acquisition cost.

3. Property Items Purchased by Provider.

- a. If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all such property, and on an annual basis, the provider shall submit a complete inventory of all such property to the department.

- b. The inventory shall include, at a minimum, a description of the property, model number, manufacturer's serial number, acquisition date, original acquisition cost, current location, and clearly reflect any replacement or disposition of the property. Provide funding source and information needed to calculate the federal and/or state share of its cost, if applicable.

4. Disposition.

If the provider replaces or disposes of property transferred to or purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property on the provider's annual inventory as required by paragraphs 2.c. and 3.b.

5. Termination.

- a. The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all property transferred to or purchased by the provider.
- b. The closeout inventory shall contain, at a minimum, the same annual inventory information required by paragraphs 2.c. and 3.b.
- c. Title (ownership) to and possession of all property transferred to or purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. Upon return to the department, all property must be in good working order. The provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. Property items purchased with funds from the federal Chafee Foster Care Independence Program and given to Chafee eligible youth shall remain with the client and shall not be vested in the department.
- d. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not returned to the department upon completion or termination of this contract.

6. General.

- a. All inventories required by these sections shall be updated and accurate to the date of inventory certification.
- b. During the term of this contract, the provider is responsible for insuring all property transferred to or purchased by the provider pursuant to this contract and for maintaining such property in good working order.
- c. The provider hereby agrees to indemnify the department against any claim or loss arising out of the operations of any motor vehicle transferred to or purchased by the provider pursuant to this contract.

ATTACHMENT VI

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 (\$500,000 for fiscal years ending September 30, 2004, and thereafter) in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families
ASFMI
Building 2, Room 301
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal

Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

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

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

PART IV: RECORD RETENTION

Unless a greater retention period is required by state or federal law, the recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to 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.

ATTACHMENT VII

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

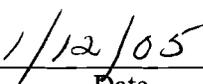
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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



Signature



Date

Ansley Acree

Name of Authorized Individual

DJ992

Application or Contract Number

Nassau County Board of County Commissioners, P. O. Box 1010, Fernandina Beach, FL 32035

Name and Address of Organization

ATTACHMENT VIII

Documentation and Reporting Requirements for Child Welfare In-Service Training Dollars

Introduction

The education, training, certification and on-going professional development of child welfare services staff is of utmost importance to federal and state government. In order to support the transition to community-based care, the department is allocating a portion of the Child Welfare Training Trust Fund to contracted community based care lead agencies to provide resources for in-service and foster/adoptive parent training which supports the agency's unique system of care. The Child Welfare Training Trust Fund has multiple federal funding sources, including Title IV-E, Medicaid Administration and TANF and is augmented with state funds. To ensure continued funding, all fund recipients must fulfill and document compliance with federal regulations.

A key requirement to maintaining the current level of federal funding is the development and submission of training plans, training plan updates and quarterly training delivery reports. . All providers receiving an allocation of Child Welfare Training Trust Fund dollars must commit to the following activities:

- Develop and submit to the Child Welfare Training Unit an annual Agency Training Plan for those training expenditures that will be claimed at the enhanced FFP rate of 75%. This plan must be approved prior to the release of training funds. If the agency will not claim reimbursement at the enhanced rate, an Agency Training Plan is not required.
- Develop and submit to Central Office an Agency Training Plan amendment for any training activity that is not included in the original plan. Amendments must be provided in the quarter for which the training activity expenditures are being claimed. Agency Training Plan amendments are only required for training expenditures that will be claimed at the enhanced 75% FFP rate *and* are not included in the agency's original plan.
- Develop and submit quarterly Agency Training Reports, which shall provide specific information on each training activity delivered during the quarter that was funded in full or in part with the agency's Child Welfare Training Trust Fund allocation. The Agency Training Reports are required for activities being claimed at the 50% and 75% FFP rate.

Annual Agency Training Plan Elements

Each agency that will use their Child Welfare Training Trust Fund allocation for training activities that are allowable at the enhanced FFP rate of 75% must develop and submit an Agency Training Plan for approval prior to the release of the allocation. The Agency Training Plan will be reviewed by the Child Welfare Training Unit and the department's Revenue Maximization unit to ensure that the plan meets federal requirements. The enhanced rate of 75% is allowable for training activities conducted by the CBC agency for foster and adoptive parents and residential care staff.

The Agency Training Plan needs to only include those training activities that are not already included in the department's Title IV-B State Training Plan, a copy of which is available by contacting the Child Welfare Training Unit. The Agency Training Plan narrative must include the following elements for each planned individual training activity that will be claimed at the enhanced rate of 75% FFP:

- A description of the purpose and goals of the training activity.
- A minimum of a one paragraph overview of the syllabus of the training activity.
- A specific listing of the specific objectives of the training activity.
- A specific indication of the allowable Title IV-E administration activity(s) that the training activity addresses.
- The percentage of time for which the training activity specifically addresses the allowable Title IV-E administration activity(s).
- Identify the training activity as either (1) in-service or (2) conference/workshop or (3) other. If other, please describe in full.
- Identify the provider of the training activity.
- Identify the audience of the training activity.
- Describe the costing method for the training activity.
- Estimate the total cost of the training activity.

- Describe the basis for allocating costs among benefiting programs and funding sources for the training activity.
- Indicate all applicable funding sources for the training activity.

The Agency Annual Training Plan must be developed and submitted to the department's Central Office within 30 days of contract execution. These plans will then be used to update the section of the Title IV-B State Plan regarding training and it will be submitted to the federal government for approval. Each agency must develop a comprehensive plan; however, in the instance of an unforeseen training activity, the agency may develop and submit an amendment.

Agency Training Plan Amendments:

Should the agency choose to provide 75% FFP eligible training activities that were not included in the agency's original training plan, an Agency Training Plan Amendment must be developed and submitted to Central Office. Amendments shall be inclusive of all aforementioned minimum requirements and shall become a part of the Agency's Annual Training Plan once incorporated and submitted to the Federal government by the department. All amendments must be developed and submitted to the department during the reporting period for which the training activity is planned or delivered.

Quarterly Agency Training Plan Reports:

Each agency shall submit an Agency Training Plan Report to the department within 15 days of the end of each fiscal year quarter. The report shall be provided to the contract manager and the Child Welfare Training Unit Administrator.

Each Annual Training Plan Report shall be developed and submitted using Microsoft Excel and shall provide a detailed reporting of the following elements for each training activity completed during the quarter. Copies of training rosters may be scanned or hard copies may be sent with the electronic report.

- A description of the training activity.
- A minimum of a one paragraph overview of the purpose, goals and syllabus of the training activity.
- A listing of the specific objectives of the training activity.
- The training provider.
- The date and time(s) of the training activity.
- The first name, last name and employer for each training participant.
- The cost of the training activity.
- A copy of a roster for each training activity that clearly identifies each training participant by first name, last name and employer as well as that individual's signature on the sign-in sheet.

Technical Assistance Information:

The following information and checklist is to be used to guide the development of Agency Annual Training Plans as well as back-up documentation for reporting and audit purposes.

Federal Financial Participation Reimbursement Rates

The department may claim reimbursement for allowable expenditures related to the administration of the state's Title IV-E Plan, including training for certain personnel, which is subject to certain conditions. Training costs may be reimbursed only to the extent that the training is designed to prepare agency employees and limited other trainees to carry out the administrative functions listed in 45 CFR 1356.60(c) (1) and (2).

- The following allowable and allocable costs expended on child welfare staff of the Department of Children and Families are reimbursed at the enhanced FFP rate of 75%:The agency must be able to demonstrate and document that indirect costs claimed at the enhanced FFP rate of 75% are specifically included on the following list:
 - a. Salaries, fringe benefits, travel and per diem costs of staff development personnel assigned full-time or part-time to training functions to the extent that time is spend performing such functions.
 - b. Costs of outside experts the agency hires to provide training.
 - c. Costs of space, postage, teaching supplies, purchase/development of teaching materials and equipment.

- d. Costs of maintaining and operating the agency library as an essential resource to the agency's training program.
- e. For agency training sessions, FFP is available for agency employee' salaries, fringe benefits, travel and per diem of the state agency administering the Title IV-E Plan.
- f. For non-agency training sessions, FFP is available for agency employee' salaries, fringe benefits, dependency allowance, travel, tuition, books and educational supplies.
- g. Stipends, travel, tuition, books and educational supplies for persons preparing for employment with the state agency administering the Title IV-E Plan.
- h. Training costs associated with providing training to foster and adoptive parents (available for both DCF and CBC at the enhanced rate)

The following allowable and allocable costs expended on child welfare staff of Community Based Care Lead Agencies and Sheriff's are reimbursed at the FFP rate of 50%:The agency must be able to demonstrate and document that indirect costs claimed at the FFP rate of 50% are included on the following list:

- a. Salaries, fringe benefits, travel and per diem costs of staff development personnel assigned full-time or part-time to training functions to the extent that time is spend performing such functions.
- b. Costs of outside experts the agency hires to provide training.
- c. Costs of space, postage, teaching supplies, purchase/development of teaching materials and equipment.
- d. A proportionate share of overhead.*
- e. Other direct and indirect costs not specified above, for allowable and allocable training activities*.
- f. FFP is available for agency employee' salaries, fringe benefits, dependency allowance, travel, tuition, books and educational supplies.

**DCF may also claim these costs at 50%.*

<input type="checkbox"/> Reimbursable training activities may only address any of the following administrative functions: <ul style="list-style-type: none"> <input type="checkbox"/> IV-E Eligibility Determination or Redetermination <input type="checkbox"/> Rate Setting <input type="checkbox"/> Hearings and Appeals <input type="checkbox"/> Referral to Services <input type="checkbox"/> Preparation for and Participation in Judicial Hearings <input type="checkbox"/> Placement of Child <input type="checkbox"/> Development and Maintenance of Case Plan <input type="checkbox"/> Case Management <input type="checkbox"/> Recruitment/Licensing of Foster/Adoptive Homes and Institutions <input type="checkbox"/> Data Collection and Reporting
<input type="checkbox"/> The setting/venue of the training activity. <ul style="list-style-type: none"> <input type="checkbox"/> In-service for existing employees <input type="checkbox"/> Conference/Workshop <input type="checkbox"/> Other (describe)
<input type="checkbox"/> The proposed provider of the training activity. <ul style="list-style-type: none"> <input type="checkbox"/> In-house training staff <input type="checkbox"/> Public University staff <input type="checkbox"/> Private training provider <input type="checkbox"/> Other (describe)
<input type="checkbox"/> The duration of the training activity. <ul style="list-style-type: none"> <input type="checkbox"/> How many days? <input type="checkbox"/> How many hours of training per day?
<input type="checkbox"/> The audience to receive the training. <ul style="list-style-type: none"> <input type="checkbox"/> Department Staff <input type="checkbox"/> Community Based Care Lead Agency Staff <input type="checkbox"/> Sheriff Office Protective Investigations Staff <input type="checkbox"/> Department volunteers <input type="checkbox"/> Community Based Care Lead Agency volunteers <input type="checkbox"/> Sheriff Office Protective Investigations volunteers <input type="checkbox"/> Persons preparing for employment with the department

<input type="checkbox"/> Foster/Adoptive Parents <input type="checkbox"/> Child Caring Agency Staff <input type="checkbox"/> Child Placement Agency Staff <input type="checkbox"/> Other state agency staff (DJJ, APD, etc.) <input type="checkbox"/> Other community staff
<input type="checkbox"/> The costing method. <input type="checkbox"/> Unit cost per trainee (tuition/books/supplies/etc per trainee) <input type="checkbox"/> Cost per class/training activity function <input type="checkbox"/> Other (describe)
<input type="checkbox"/> The estimated total cost of the training activity. <input type="checkbox"/> Unit cost times anticipated number of trainees equals estimated total cost OR <input type="checkbox"/> Identify the estimated number of trainees per class for training activity costs estimated at the cost per class/training activity function cost method. <input type="checkbox"/> Other (describe)
<input type="checkbox"/> The cost allocation methodology for the training activity must: <input type="checkbox"/> Identify the subject matter of the training to ensure that costs allocated to Title IV-E are allowable. <input type="checkbox"/> Clearly describe the method of allocation of costs, a clear description of the cost to be allocated and an explanation of the benefits of the costs to the Title IV-E program.*
<p>9. All types of training costs that do not solely benefit Title IV-E programs/services must be allocated in at least two ways:</p> <input type="checkbox"/> Allocations to Title IV-E must be sub-allocated to IV-E and non-IV-E <input type="checkbox"/> Non-IV-E allocations must be sub-allocated among all benefiting programs in such a manner as to assure that each participating program is charged its proportionate share of costs (e.g., IV-B, State Foster Care and other State/Federal programs etc.)*

*(DAB Decision #1530)

ATTACHMENT IX

Comprehensive Residential Group Care Services Program

In accordance with the requirements of Chapter 2001-68, Laws of Florida (L.O.F.), and the Fiscal Year 2002-03 General Appropriations Act, the department hereby engages the provider to establish a comprehensive residential group care program (CRSP) in Nassau County, Florida. This program is to serve eligible children within Nassau County, which are in need or would benefit from the provision of enhanced residential group care services. The provider shall furnish a full array of services as specified below. The provider is responsible for performing activities necessary to furnish the services and to carry out the intent of section 409.1676, Florida Statutes.

A. Services to be Provided

1. Definition of Terms

The following terms are defined as used in this attachment:

- a. Array of Services – Residential services tailored to the individual needs of each child in care, including group homes for initial assessment and for stabilization, professional and traditional foster homes, residential group care, transitional services, and independent living apartments. Service arrays are based on existing research that supports the efficacy of such services in achieving permanency results.
- b. Assessments
 - (1) Comprehensive Assessment – As required in s. 409.1676(4) F.S., is an assessment completed by the provider after the child is accepted for services. This assessment, as defined in s. 39.01(17), F.S., is the gathering of information for the evaluation of a child's and caregiver's physical, psychiatric, psychological or mental health, educational, vocational, and social condition and family environment, as related to the child's and caregiver's need for rehabilitative and treatment services, including substance abuse treatment services, mental health services, developmental services, literacy services, medical services, family services, and other specialized services, as appropriate.
 - (2) Serious Behavioral Problem Assessment – In accordance with s. 409.1676(2)(c), F.S., is an assessment completed by a master's level human services/mental health professional licensed to practice in Florida. This assessment determines whether a child's behaviors meet the criteria of ss. 394.492(6) or 394.492(7), F.S., and if so, whether a child diagnosed with an emotional disturbance, as defined in s. 394.492(5), F.S., is inappropriate for comprehensive residential care services.
 - (3) Medicaid Comprehensive Behavioral Health Assessment – An assessment conducted in accordance with the Medicaid Community Mental Health Handbook is required to be completed for each child prior to admission into a residential services program. The results of this assessment are reflected in the child's service plan.

- c. Case Management – The identification, linkage, coordination, and monitoring of all child protection services (protective services, foster care services, and adoption services) for the child and family. The case manager serves as the single and continuous point of contact for the child, family and other stakeholders.
- d. Case Manager/Family Liaison - The provider personnel who are responsible for providing direct case management services to children, birth families, relatives, other concerned parties and foster families in the home setting, community, daycare, preschool, and/or school to ensure they receive services appropriate to their needs, and continuity of care focused on resolving or preventing the issues of child abuse or neglect. The case manager/ family liaison provides assessment, planning, linkage, coordination, monitoring, evaluation, court work, and advocacy to the child, family, and foster families. The case manager/family coordinator works as a team member with the foster parents, Guardian Ad Litem, and other appropriate professionals.
- e. Caregiver – The caregiver may be any combination of the following: foster parent, biological or adoptive parent, relative caregiver or other relative significant to a child, families who are applying to become an adoptive or foster parent, employees of the provider.
- f. Child with Extraordinary Needs - A dependent child who has serious behavioral problems or who has been determined to be without the options of either reunification with family or adoption.
- g. Child Resource Record – A standardized folder for each child which contains the basic legal, demographic and known medical information pertaining to a specific child, as well as the medical passport and any documents necessary for the child to receive medical treatment. This folder follows the child to each placement and remains in the care of the provider. It accompanies the child to every health care visit so the medical information may be shared with the healthcare provider or updated as appropriate.
- h. Dependent Child - Any unmarried person under the age of eighteen years who has not been emancipated by order of the court and who is found by the court, pursuant to Chapter 39, F.S. to have been or is at substantial risk of imminent abuse, abandonment, or neglect by the child’s parent, parents, or legal custodians.
- i. Facility - The building(s) and physical location of a licensed residential child caring agency where children receive care and supervision.
- j. Family foster home - a private residence in which children who are unattended by a parent or legal guardian are provided 24-hour care. Such homes include emergency shelter family homes and specialized foster homes for children with special needs. A person who cares for a child of a friend for a period not to exceed 90 days, a relative who cares for a child and does not receive reimbursement for such care from the state or federal government, or an adoptive home which has been approved by the department or by a licensed child-placing agency for adoption is not considered a family foster home.
- k. Legal Custodian –The person or entity in which the legal right to custody is vested. For the purposes of this service and in accordance with Chapter 39, F.S., when the phrase parent or legal custodian is used, it refers to rights or responsibilities of the parent and, only if there is no living parent with intact parental rights, to the rights or

responsibilities of the legal custodian who has assumed the role of the parent.

- l. Legal Guardianship – A judicially created relationship between the child and caregiver that is intended to be permanent and self-sustaining and is provided pursuant to the procedures of Chapter 744, F.S.
- m. Licensed Residential Child Caring Agency – Any corporation or agency, public or private, other than the child’s parent or legal guardian, that provides staffed twenty-four hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged and the facility is licensed under Chapter 65C-14, F.A.C. Residential child caring agencies are group homes that are not in private residences. This includes maternity homes, runaway shelters, or wilderness camps. Additionally, pursuant to s. 409.175(1)(j), F.S., residential child caring agencies do not include hospitals, boarding schools, summer or recreation camps, nursing homes, or facilities supported by a governmental agency for the training, treatment, or secure care of delinquent youth, or facilities licensed under ss. 393.067, F.S., or Chapter 397 F.S.
- n. Permanency Planning – Goal-directed, time-limited practice of providing services for dependent children who are removed from their home and placed in a child caring facility. Permanency planning services are based on the child’s court approved case plan.
- o. Permanency Team – A group of professionals contracted or employed by the provider who are responsible to work with each child, their family, and case management staff to ensure that the permanency goal options of adoption, reunification, long term custody, or guardianship are pursued.
- p. Personnel - All owners, operators, employees and volunteers working in a residential child caring agency who may be employed by or do volunteer work for a person, corporation, or agency that holds a license as a residential child caring agency. The term does not include those who do not work on the premises where the residential child caring is furnished, and those that have no direct contact or have no contact with a child outside of the presence of the child’s parent, custodian, or guardian.
- q. Comprehensive Residential Group Care - In accordance with 409.1676 (2)(b), F.S. residential group care is a living environment for children who have been adjudicated dependent and are to be in foster care for at least 6 months with 24-hour-awake staff or live-in group home parents or staff.
- r. Reunification Services – Social and other supportive and rehabilitative services provided to the parent of the child, the child, and, where appropriate, to the relative, non-relative, or foster parents of the child, for the purpose of enabling a child who has been placed in a comprehensive residential group care program to safely return to his or her parent at the earliest possible time. The health and safety of the child shall be the paramount goal of social services and other supportive and rehabilitative services. Such services shall promote the child’s need for physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible.
- s. Runaway –a child with unreported or unknown whereabouts regardless of the child’s age or length of time that the child’s whereabouts are unreported or unknown.

- t. Serious Behavioral Problems – Behaviors described in F.S. 409.1676 (2)(c).
- u. Service Plan - A goal-oriented, time limited, individualized program of action for a child receiving comprehensive residential group care that is based on the Medicaid Comprehensive Behavioral Health Assessment and integrated with the child's case plan goals and objectives. The service plan is developed by the provider in cooperation with the child's family.
- v. Transitional Services – Specific steps and services, based on a Comprehensive Transitional Plan, that are provided to prepare a child for a permanent living arrangement upon leaving the program.
- w. Twenty-Four Hour Awake Supervision – The requirement that personnel are awake and are responsible for monitoring and supervising children during the entire twenty-four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.
- x. Twenty-Four Hour Continuous Supervision – The requirement that personnel are present and are responsible for monitoring and supervising children during the entire twenty-four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.

2. General Description

a. General Statement.

The provider shall provide Comprehensive Residential Group Care Services Program while ensuring the safety and well-being of dependent children and providing temporary twenty-four hour a day room, board, care and supervision that addresses each child's individual physical, social, emotional, and educational needs. Care of the children includes service planning that incorporates case plan goals and that is based on the Medicaid Comprehensive Behavioral Health Assessment. In accordance with s.409.1676 F.S. comprehensive residential group care services program shall provide access to a full array of services specifically designed for extraordinary needs children.

b. Authority.

- (1) The authority to contract for residential group care program services is established by s. 409.165(1), F.S.
- (2) Licensing and program authority is established by 65C-12, 65C-14, and 65C-15 F.A.C.
- (3) The authority for this program includes s. 409.1676 and 39.407, and 39.523(5)(a), F.S.

c. Scope of Service.

Comprehensive Residential Group Care Services Program in Nassau County shall provide services for dependent children. These services shall include but not be limited to: food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable

travel to the child's home for visitation. In the case of licensed residential child caring facility care, such term shall include the reasonable costs of administration and operation of such facility as are necessarily required to provide the items described in the preceding sentence.

Comprehensive Residential Services Program shall also provide enhanced and expanded services as described in the tasks and deliverables of this contract.

d. Major Program Goals.

The major goals of Comprehensive Residential Group Care Services Program are to:

- (1) Provide room and board, supervision, and care for dependent children while ensuring their safety and well-being is protected;
- (2) Assess the child for placement in licensed residential group care per s. 39.523(1) and 39.523(4).
- (3) Provide comprehensive residential group care services, including residential care, case management and other services, to children in the children protection system who have extraordinary needs.
- (4) Establish an interagency agreement with the Department of Juvenile Justice which describes respective agency responsibilities for referral, placement, service provision, and service coordination for dependent and delinquent youth who are referred to these residential group care facilities.
- (5) Prioritize the development of new comprehensive residential capacity for foster youth who are dually adjudicated, underserved, and settings where they may pose a safety risk to other children in care.

3. Clients to be Served

a. General Description.

The provider shall serve dependent children who have been determined to have serious behavioral problems or to be without permanency options for comprehensive residential group care.

b. Client Eligibility.

- (1) The provider shall request that the department determine financial eligibility for all children in foster care, including children with extraordinary needs who are assessed for comprehensive residential group care program pursuant to s. 409.1676, F.S. Children will be determined to be either Title IV-E eligible or non-Title IV-E eligible at the time they enter the comprehensive residential group care program.
- (2) Children under the legal jurisdiction of Nassau County are eligible for this service.

- c. **Client Determination.**
- (1) The provider shall determine client eligibility and make referrals for services, based on a subcontractor's written admission criteria, which is based on 65C-14, F.A.C., and s.409.175 F.S.
 - (2) Except as provided in s. 39.407, F.S., any dependent child 11 years of age or older who:
 - (a) has been in licensed family foster care for 6 months or longer;
 - (b) is then moved more than once;
 - (c) is a child with extraordinary needs must be assessed for placement in licensed residential group care.
 - (3) The provider is not prohibited from assessment and placement of children who do not meet the criteria of children with extraordinary needs in residential group care if such placement is the most appropriate placement for such children.
- d. **Contract Limits.** No child who meets the requirements of an approved admission criteria shall be denied admission, if there is a vacancy, and once admitted no child shall be released until permanency goals are achieved.

B. Manner of Service Provision

1. Service Tasks

a. **Task List.**

The provider shall:

- (1) Comply with s. 409.1677(3)(c), 409.1677(3)(i), and 409.1677(3)(j) F.S.
- (2) In accordance with 65C-14, F.A.C., s. 409.1676(4), F.S., and this contract, for each child in care provide or arrange for appropriate services.
- (3) Comply with s. 409.1671 and 409.1679(2), F.S., participate in an annual evaluation and provide an annual report.
- (4) Establish and assign a Permanency Team, prior to or on the date of admission, to each child in care that shall perform the following tasks:
 - (a) Meet a minimum of one time each calendar month to review each child's treatment plan.
 - (b) The documented review shall ensure that:
 - (i) each child's service plan contains permanency goals that are consistent with the child's court approved case plan permanency goals;

- (ii) permanency goals are established in consultation with the child welfare legal counsel assigned to the child's case to ensure that goals recommended are consistent with ss. 39.621, 39.622 and 39.623, F.S.;
 - (iii) specific expectations are identified as to the time period necessary for the achievement of these permanency goals, which goals and time period are consistent with P. L. 105-89, The Adoption and Safe Families Act of 1997 and Chapter 39 F.S.;
 - (iv) each child's case file have a written Progress Report 45 calendar days prior to the Judicial Review dates and permanency hearing dates stating the child's progress or lack thereof in working towards and achieving permanency goals and education goals;
 - (v) each child's case file have a written Comprehensive Transitional Plan 90 calendar days prior to each child's anticipated release date that identifies each child's living arrangement upon leaving the program, and specific steps and services that are being provided to prepare for that arrangement; and
 - (vi) each child's case file has a list of the names, position titles, telephone numbers, and role of each permanency team member who has participated in the permanency team.
- (5) Provide case management services in accordance with s. 409.1676(5), F.S., and Chapter 39 F.S.
 - (6) The case manager/family liaison will develop and maintain a direct working relationship with mental health professionals, community agencies and the child's own support system.
 - (7) Residential Group Care homes will be provided for children who meet admissions criteria approved by the Lead Agency. The group homes will provide 24-hour awake staff or live in group home parents or staff with an appropriate array of services.
 - (8) The services provided in each of the group homes shall be as follows: Medicaid Comprehensive Behavioral Assessment for stabilization, Comprehensive Assessment, treatment plan, in-home therapeutic services, educational and vocational services, and recreational services.
 - (9) Ensure that its assessment procedures comply with s. 39.523(1) and 39.523(2), F.S.
 - (10) Comply with s. 409.1676 (2)(b), F.S.

- (11) The provider shall maintain a current written policy on Release Planning and Aftercare Services that includes an individualized Release and Aftercare Report and a Comprehensive Transitional Plan for each child released.
- (12) The provider shall administer the Department Client Satisfaction Survey in accordance with paragraph B.5.a. of this attachment to a representative sample of caregivers at the six month anniversary of hiring date and annually thereafter.
- (13) Each child must have a comprehensive transitional plan that identifies the child's living arrangement upon leaving the program and specific steps and services that are being provided to prepare for that arrangement.
- (14) The court must be provided with therapeutic documentation that supports the determination and in accordance CFOP 175-88, The Prevention and Placement of Child Victims and Aggressors Involved in Child-On-Child Sexual Abuse, Sexual Assault, Seduction or Exploitation in Substitute Care for all children when siblings are separated in placement, within 30 days of separation.
- (15) The provider shall complete the CFOP 175-61, Exit Interviews with Children in Shelter/Foster Care form or a department approved substitute form for children exiting foster care placements.
- (16) Comply with s. 409.1671(1)(f) and s. 409.1671(1)(h), F.S. regarding insurance.

- b. **Task Limits.** Services shall be provided for each child until the court determines that the child is to be returned to the parent or an alternate permanent placement is identified.

2. Subcontractors

In addition to requirements specified in Section I.I.1. of the Standard Contract, the provider must require any subcontractors performing Comprehensive Residential Group Care Services comply with all provisions of Chapter 2001-68, Laws of Florida.

3. Service Location and Equipment

Service Delivery Location. The provider's primary business address is as follows:

86004 Christian Way
Yulee, Florida 32097

4. Deliverables

- a. **Reports**

- (1) Monthly Management Performance Report shall be prepared and submitted by the provider to the department's contract manager with the

monthly request for payment. The reports shall include, but is not limited to:

- (a) number of children assessed for comprehensive residential group care program;
 - (b) total number of children placed in comprehensive residential group care program;
 - (c) number of new children placed in comprehensive residential group care program for the reporting month;
 - (d) number of sibling groups placed in comprehensive residential group care program;
 - (e) number of new sibling groups placed in comprehensive residential group care program for the reporting month;
 - (f) number of sibling groups that experience an unapproved move from one living environment to another for the reporting month;
 - (g) number of children that experience an unapproved move from one living environment to another for the reporting month;
 - (h) number of Comprehensive Transitional Plans due for the reporting month;
 - (i) number of Comprehensive Transitional Plans completed for the reporting month;
 - (j) number of children that experience a runaway episode for the reporting month, and
 - (k) number of children that experience an unapproved change of academic settings for the reporting month.
- (2) Release and Aftercare Report (Comprehensive Transitional Plan) shall be prepared by the provider's Permanency Team 90 calendar days prior to the child's anticipated release date from a comprehensive residential group care program. The report shall include, but is not limited to:
- (a) objective and measurable goals;
 - (b) date report prepared;
 - (c) date report sent to the family services counselor;
 - (d) name of family services counselor to whom the report was sent;
 - (e) child's anticipated release date, specific time period necessary for the achievement of permanency goals;
 - (f) identifies the living arrangement after release;
 - (g) specific steps and services that are being provided to prepare for that arrangement;
 - (h) documents start date of transition services;
 - (i) describes the transition services;
 - (j) length of transition services;
 - (k) treatment and placement goals consistent with individualized service plan and court approved case plan;
 - (l) an assessment of the child's goal achievement as identified in the Service Plan;
 - (m) statement of remaining needs;
 - (n) recommendations for services and referrals for the child following release and
 - (o) the name, address, telephone number and relationship of person or agency to which the child is being released.
- (3) Monthly Statistical Report shall be prepared and reconciled with the monthly request for payment prior to submission, by the provider's

subcontractors, for each child for whom the provider is submitting a monthly request for payment. The report shall include, but is not limited to the following information

- (a) each child's name, date of birth, and social security number;
- (b) each child's date of admission;
- (c) for each child released:
 - (i) date Release and Aftercare Report (Comprehensive Transitional Plan) completed;
 - (ii) date Release and Aftercare Report (Comprehensive Transitional Plan) was submitted to the family services counselor; and
 - (iii) date child released.
- (d) number of calendar days in care during the calendar month for each child;
- (e) number of absent days for each child (if applicable) and documentation of written approval to bill for an absent day;
- (f) each child's county of referral; and
- (g) each child's family services counselor name and telephone.

- (4) In the event that these services are subcontracted under a fixed price payment agreement, the provider shall prepare and submit to the contract manager written line item budgets and budget narratives in accordance with the format and contents provided by the contract manager upon notification of the executed subcontract agreement. The budgets and budget narrative shall include a total agency actual expense and revenue report. The document must specify, at a minimum, the number of additional beds, the average rate per bed, the number of additional persons served, and a description of the enhanced and expanded services provided. These reports shall be submitted in accordance with the following schedule:

Report Title	Reporting Frequency	Report Due Date	Number of Copies due	DCF Office address(es) to receive report
FY Actual Expense and Revenue Report	Annually	July 15 th each fiscal year	1	Contract Manager

b. Records and Documentation

- (1) All records and documentation must be maintained separate and distinct from any services, activities, functions, and financial accounting performed by the provider under the terms and conditions of Attachment I of this contract.
- (2) In accordance with Rule 65C-14.022, F.A.C., the content of the Permanent Register shall include: name of the child, his parents or guardian, address, date of admission, date of release, child's birth date, and his custody status.
- (3) In accordance with Rule 65C-14 F.A.C., the provider must maintain an individual case record for each child in care.

5. Performance Specifications

a. Performance Measures (Outcomes & Outputs).

- (1) 100 percent of children residing in comprehensive residential group care program will be provided a safe environment, free of incidents of abuse and neglect by the provider's personnel, volunteers, other children, or visiting family members.
- (2) 90 percent of the children served may not move from one living environment to another, unless the child is returned to family member or is moved, in accordance with the treatment plan, to a less restrictive setting.
- (3) 100 percent of Comprehensive Transitional Plans shall be completed 90 calendar days prior to the child's anticipated release date.
- (4) 90 percent of the children may not be in more than one academic setting in an academic year, unless the child is being moved, in accordance with an educational plan, to a less restrictive setting.
- (5) Siblings must be kept together in the same living environment 100 percent of the time, unless it is determined by the provider not to be in the children's best interest.
- (6) The program must experience a caregiver turnover rate that must be at or below 12.7 percent over a 24 month timeframe.
- (7) The program must experience an incidence of child runaway episodes that shall not exceed 1.6 percent of the comprehensive residential group care census in any given month.
- (8) In addition to providing a comprehensive assessment, the program must provide, 100 percent of the time, any or all of the following services that are indicated through the assessment: residential care; transportation; behavioral health services; recreational activities; clothing, supplies, and miscellaneous expenses associated with caring for these children; necessary arrangements for or provision of educational services; and necessary and appropriate health and dental care.
- (9) 100 percent of children served in this program must be satisfied with the services and living environment.
- (10) 95 percent of the caregivers must be satisfied with the program.
- (11) Each child's permanency goals shall be achieved according to the child specific service plan.
- (12) 100 percent of the children served shall receive a full academic year of appropriate education instruction.
- (13) 100 percent of the children served shall demonstrate academic progress and must be performing at a grade level or at a level commensurate with a valid academic assessment.

b. Evaluation Methodology.

Subsections 409.1671(4)(a), F.S. and 409.1679(2), F. S., require an annual evaluation by the department of each program operated under this contract. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.

The department will measure the outcomes found in Section B.5.a above as follows:

- (1) For measure B.5.a.(1) the rate of compliance with the outcome will be determined by a special data run from the Florida Abuse Hotline Information System requested by the department as follows:

numerator- the number of eligible children in the program during the contract term who were not subjects of verified findings of child abuse or neglect by provider staff, volunteers, other children or visiting family members

denominator- number of eligible children who resided in comprehensive residential group care program during the contract term.

- (2) For measure B.5.a.(2) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible children not moved from one living environment to another in conflict with the treatment plan.

denominator- number of eligible children who resided in comprehensive residential group care program during the contract term.

- (3) For measure B.5.a.(3) the rate of compliance with the outcome is calculated as follows:

numerator- the number of comprehensive transitional plans completed 90 calendar days prior to the child's anticipated release.

denominator- number of comprehensive transitional plans due 90 calendar days prior to the child's anticipated release.

- (4) For measure B.5.a.(4) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible children who did not change academic settings in conflict of the educational plan.

denominator- number of eligible children who resided in comprehensive residential group care program during the contract term.

- (5) For measure B.5.a.(5) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible sibling groups kept together in the same living environment.

denominator- number of eligible sibling groups placed in comprehensive residential group care program during the contract term.

- (6) For measure B.5.a.(6) the rate of compliance with the outcome is calculated as follows:

numerator- number of staff who did not resign or are terminated within a 24 month period.

denominator- number of staff employed for a 24 month period after the beginning date of the contract.

** Note: The 24 month period would start with the contract beginning month, therefore, compliance with this measure will not be determined until the end of this period.

- (7) For measure B.5.a.(7) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible children who do not experience a runaway episode in any given month.

denominator- number of eligible children who resided in comprehensive residential group care program in the same sampled month.

- (8) For measure B.5.a.(8) the rate of compliance with the outcome is calculated as follows:

numerator- number of eligible cases that have had assessments completed in which the services indicated were provided.

denominator- number of eligible cases that had assessments completed.

- (9) For measure B.5.a.(9) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible children who have indicated satisfaction on the CFOP 175-61, Exit Interviews with Children in Shelter/Foster Care form or the provider's approved substitute form.

denominator- the number of eligible children who had the CFOP 175-61, Exit Interviews with Children in Shelter/Foster Care form or the provider's approved substitute form completed during the contract term.

- (10) For measure B.5.a.(10) the rate of compliance with the outcome is calculated as follows:

numerator- the number of eligible caregivers who have indicated satisfaction on the Department Client Satisfaction Survey.

denominator- the number of eligible caregivers who had the Department Client Satisfaction Survey completed during the contract term.

- (11) For measure B.5.a.(11) the rate of compliance with the outcome is calculated as follows:

numerator- number of eligible cases that have had permanency goals achieved according to the child specific service plans completed.

denominator- number of eligible cases that had permanency goals identified according to the child specific service plans completed during the contract term.

- (12) For measure B.5.a.(12) the rate of compliance with the outcome is calculated as follows:

numerator- number of eligible children that received a full academic year of appropriate education instruction as identified by the child's educational records.

denominator- number of eligible children who resided in comprehensive residential group care program during the contract term.

- (13) For measure B.5.a.(13) the rate of compliance with the outcome will be completed by a review of the child's report card or other academic reports generated from the child's educational setting as follows:

numerator- number of eligible children that demonstrated academic progress and performing at grade level or at a level commensurate with a valid academic assessment.

denominator- number of eligible children who resided in comprehensive residential group care program during the contract term.

c. Performance Definitions.

- (1) Treatment Plan – The collective and integrated case plan, service plan, permanency plan goals, comprehensive assessment, placement agreement, and comprehensive transitional plan.
- (2) Turnover shall be defined as direct care staff that resign or are terminated before attaining 24 months in a care giving role in the program.
- (3) The caregiver is the foster parent(s) and personnel responsible for the care and supervision of the children.

6. Provider Responsibilities

In addition to the provider responsibilities set out above, the intent and responsibility of the provider and its Permanency Team is to work with each child, their family, other parties and participants as defined by law, to overcome the special permanency challenges presented by this population of children in order to achieve priority permanency goals of reunification, adoption, long term custody, or guardianship for the child in accordance with P. L. 105-89, The Adoption and Safe Families Act of 1997. Permanency Teams shall ensure that services provided are designed to overcome the

barriers or challenges that resulted in the child's placement in residential group care or a comprehensive residential group care program.

C. Method of Payment

1. Payment for the Comprehensive Residential Group Care Services Program will be made under the cost reimbursement payment process. The department agrees to reimburse the provider for allowable expenditures incurred in the delivery of services provided in accordance with the terms of this attachment. Specific funding sources and amounts for the Comprehensive Residential Group Care Services Program are listed in Attachments II A through II E, under the header Enhanced Residential Group Care Restricted Funds.
2. Pursuant to section 409.1671(1)(a), F. S., that requires the department to transfer all related community-based care funding to the appropriate lead agency and pursuant to section 409.1671(8), F. S., these funds appropriated by the legislature are provided to fund comprehensive residential group care program expenditures incurred throughout the state fiscal year beginning July 1, 2001 and subsequent fiscal years.
3. The provider acknowledges that the Legislature may establish a per diem rate and the provider agrees that it will abide with that legislatively established per diem rate.
4. Invoice Requirements. The provider shall request payment on a monthly basis through submission of a properly completed invoice per the submission schedule identified in Attachment I, Section C. Method of Payment.

The invoice, documenting actual expenditures, must be accompanied, at a minimum, by the following documentation:

1. Transmittal letter;
2. The approved CBC invoice form;
3. Supporting documentation, including:
 - a) ICWSIS invoice authorization report
 - b) ICWSIS generated OCA roll-up report
 - c) ICWSIS generated 188 forms properly batched and which have a completed OCA Batch Control sheet for each stack;
 - d) Evidence of reconciliation of batch control sheets with OCA roll-up report and any other system utilized by the provider to complete the "Direct Service" section of the CBC invoice.
4. Supporting Documentation Requirements. The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom service were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. This includes each child's name, social security number (or pseudo number), date of birth, number of calendar days served and dates served for each child served during the month for which payment is being requested.
5. Minimum Invoice Requirements.
 - a. provider's name, mailing address, contract number, and Federal I.D. number; and,
 - b. date and signature of the provider's authorized representative attesting to the accuracy of the invoice.

6. The provider has no standing to apply for or to retain Social Security, SSI, or any other benefits for any foster care child for whom the department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the provider shall be paid to the department as the legally constituted representative payee on behalf of any such child.
7. Federal or State Audit. Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations or an incorrect claim shall be repaid to the department by the provider upon discovery.
8. Fees. No fees shall be imposed by the provider or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.
9. Third Party Payments. The funding available in this contract is for service excluding all successfully billed third party payments including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the provider's location or at the subcontractor's locations for inspection by the department.
10. Medicaid Billing Clause. The department and the provider specifically agree and acknowledge that the Medicaid program is the payor of last resort, and
 - a. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by another liable third party, and
 - b. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable third party, and
 - c. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor, and
 - d. The provider shall identify and report Medicaid earnings separate from all other fees, and
 - e. Medicaid earnings cannot be used as local match, and
 - f. The provider shall ensure that Medicaid payments are accounted for in the compliance with federal regulations, and
 - g. In no event shall both Medicaid and the department be billed for the same service.

D. Special Provisions

1. In accordance with s. 402.181, F.S., the provider may file claims with the Department of Legal Affairs at its office in accordance with regulations prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.
2. In accordance with Chapter 402 F.S., the provider must comply with all of the Florida Statewide Advocacy Council and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client records, files and reports in any program, service or facility that is operated, funded, licensed or regulated by the department for the purposes of investigations and monitoring.

STATE OF FLORIDADEPARTMENT OF CHILDREN AND FAMILIESANDNASSAU COUNTY BOARD OF COUNTY COMMISSIONERSFOURTEENTH AMENDMENT

THIS AMENDMENT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department", and Nassau County Board of County Commissioners, hereinafter referred to as the "provider".

The department wishes to amend contract number DJ992 entered into between said parties on March 1, 2004 for the period March 1, 2004 through February 28, 2009 and last amended on May 24, 2007. The purpose of this amendment is to revise the Method of Payment section to delete an end of year expenditure report, to add instructions for the use of a new report, to incorporate the new report format by reference, to revise the Schedule of Funds, and make technical changes as follows:

I. Page 8, Attachment I, Section A.1.a. Contract Terms, Paragraph 9) is added as follows:

"9) Department Website - the department's website is linked at:

<http://www.dcf.state.us/cbc/>

Specific documents that are incorporated by reference in this contract can be obtained on that website. These documents may not be modified unless both parties agree through formal amendment to this contract."

II. Page 26, Attachment I, Section C., Paragraph 1.a., Method of Payment, line 16, which reads " Attachment II-C FY 06-07 \$2,721,708.00", is hereby amended to read:

" Attachment II-C FY06-07 \$2,731 ,838.00"

III. Page 26, Attachment I, Section C., Method of Payment, Paragraph 1.a., the table at the end of this paragraph is hereby deleted and the following table is inserted in lieu thereof:

Service Unit	Fixed Payment	# of Units	Total Amount
Three Months of Service (Cost Reimbursement Method of Payment- 7/1/06-9/30/06)	NA	NA	\$642,576.00
One Month of Child Welfare and Related Services (10/01/06 – 10/31/06)	\$234,441.00	1	\$234,441.00
One Month of Child Welfare and Related Services (11/01/06 - 02/28/07)	\$219,254.50	4	\$877,018.00
One Month of Child Welfare and Related Services (03/01/07 - 05/31/07)	\$219,847.75	3	\$659,543.25
One Month of Child Welfare and Related Services (06/01/07 - 06/30/07).	318,259.75	1	318,259.75
One Month of Child Welfare and Related Services(07/01/07 - 06/30/08)	TBD	12	TBD
One Month of Child Welfare and Related Services (07/01/08 - 02/28/09)	TBD	8	TBD

IV. Page 26, Attachment I, Section C., Method of Payment, Paragraph 3, Invoicing Requirements, is hereby deleted and the following paragraph is inserted in lieu thereof:

" 3. Invoice Requirements

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency's letterhead and shall be in the format described in the CBC Invoice (Attachment II-G). In addition, the following documentation is required, with each submission of an invoice:

- Prior Month CBC Monthly Actual Expenditure Report (Attachment II-H) except the June Monthly Actual Expenditure Report that shall be submitted in accordance with Attachment II-I.
- Monthly Match Collection Report (Exhibit A-2)
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report.

- Title IV-E Adoption Assistance Earning Statement (incorporated by reference and available at the department's website).

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The CBC Final Expenditure Report, which is incorporated herein by reference and is maintained on the department's website, for the prior Fiscal Year shall be submitted on the date of the payment request for September for each Fiscal Year.

- a. The Lead Agency shall submit a complete CBC Annual Budget by Service Category (Attachment II-F) in the format contained in Attachment II-F on the date of the payment request for August of each state fiscal year. The department will review and provide any comments within 15 days of submission. Any budget revisions as required by the department are to be submitted to the department's contract manager by the date of the payment request for September of each state fiscal year. Failure to submit a completed annual budget by August 20th of each fiscal year will result in no further payments being made until a completed annual budget is submitted to the department.
- b. Budget Design and Earning Requirements
 - 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the CBC Final Expenditure Report Description (Attachment II-I) using the format contained in the CBC Final Expenditure Report, which is incorporated herein by reference and is maintained on the department's website.
 - 2) The provider agrees to account for any unexpended state funds at the end of the contract period. The provider shall either return surplus state funds to the department at the end of a contract period, or, if the department executes a renewal contract, the provider agrees to expend the surplus state funds during the first six months of the renewal contract period on value-added, non-recurring, program enhancements.
 - 3) The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II-C).
- c. The CBC Annual Realignment Budget by Service Category (Attachment II-J) in the format contained in Attachment II-J must be submitted on the date for the next payment request following any amendment which revises the Schedule of Funds (Attachment II-C). Any revisions made to the CBC Annual Budget by Service Category (Attachment II-F) shall be subject to department approval.

Failure to submit a realigned budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II-C) will result in no further payments being made until a realigned budget is submitted to the department.

d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - September 2006	Estimated Pay	April, May, and June 2006 Actual Expenses	July 1, July 15, and August 15, 2006
October 2006	Estimated Pay	1/3rd of FY06/07 Contract Amount less the Amount Paid in the first three months	September 20, 2006
Nov. 2006 - February 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
N/A	Reconciliation	July - September 2006 Actual Expenditures	November 20, 2006
March 2007 - June 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
July 2007	Estimated Pay	1/12th of Fiscal Year 07/08 Contract Amount	July 1, 2007
August 2007 - June 2008	Estimated Pay	1/12th of Fiscal Year 07/08 Contract Amount	The 20th day of the month prior to month of service
July 2008	Estimated Pay	1/8th of Fiscal Year 07/08 Contract Amount	July 1, 2008
August 2008 - February 2009	Estimated Pay	1/8th of Fiscal Year 07/08 Contract Amount	The 20th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June."

V. Page 54, Attachment II-C (Schedule of Funds, revised March 24, 2007) is hereby deleted, and page 54, Attachment II-C (Schedule of Funds, revised June 2007) is inserted in lieu thereof and attached hereto.

VI. Page 56-E, Attachment II-I (CBC Final Expenditure Report) is hereby deleted, and

page 56-E, Attachment II-I CBC Final Expenditure Report Description (dated May 2007) is inserted in lieu thereof and attached hereto.

This amendment shall begin on June 1, 2007, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

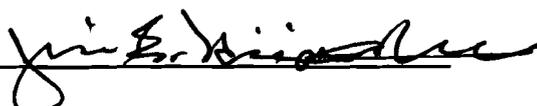
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 7 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: Nassau County Board of
County Commissioners

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

Signature: 

Signature: 

Print/Type
Name: Jim B. Higginbotham

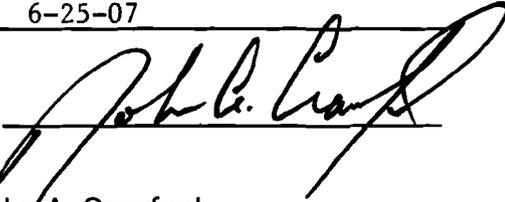
Print/Type
Name: Nancy Dreicer

Title: Chairman, Board of County Commissioners

Title: District Administrator

Date: 6-25-07

Date: 6/27/07

Signature: 

Print/Type
Name: John A. Crawford

Title: EX-Officio Clerk

Date: 6-26-07

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 6/29/07

Signature: 

Print/Type
Name: David Hallman

Title: County Attorney

Date: 6-25-07

Attachment II-C
CBC Schedule of Funds
Nassau County Board of County Commissioners - Contract# DJ992
FY 2006-07 Use Designation

Sections A and B	Federal	State	Total
Title IV-E Adoption Assistance Administration	50,930		50,930
Title IV-E Foster Care	136,084		136,084
Other Fund Sources			1,955,342
Subtotal Sections A and B			2,142,356
Section C			
Maintenance Adoption Subsidies - Title IV-E	185,220	129,256	314,476
Maintenance Adoption Subsidies - Other			104,790
Independent Living Services - Chafee Administration	14,763	3,690	18,453
Chafee ETV, Room and Board, Road to Independence	19,900	4,975	24,875
All State Funded Independent Living Services		45,900	45,900
Medicaid Administration	2,428	2,428	4,856
State Access and Visitation	-		-
SSFA Family Preservation	16,645		16,645
SSFA Family Support	15,865		15,865
SSFA Time Limited Reunification	16,948		16,948
SSFA Adoption	19,112		19,112
SSFA Community Facilitation IH	3,872		3,872
SSFA Community Facilitation OOH	3,690		3,690
PI Training	-	-	-
Manatee Pilot Project		-	-
Manatee Pilot Project - IV-E	-		-
Manatee Pilot Project - TANF	-		-
Manatee Pilot Project - Medicaid Administration	-	-	-
Legislatively Mandated Special Projects	-	-	-
Subtotal Section C			589,482
Total All Fund Sources			2,731,838

**Attachment II-I
CBC Final Expenditure Report Description**

1. Lead Agencies may consider the total of all Maintenance Adoption Subsidy (MAS) funding sources as being available for its MAS need without regard to funding source.
 - a. If actual MAS expenditures exceed the total budget available, unearned Federal Medicaid Administration budget in Section C may be transferred to Maintenance Adoption Subsidies - Federal Title IV-E to cover the need. Any remaining deficit amount in MAS - Federal Title IV-E shall be considered as excess earnings and will be amended in the contract for the next fiscal year.
 - b. If the sum of all MAS expenditures is less than the total MAS budget available, any fund source issues will be handled within the total MAS budget except that unearned Federal Medicaid Administration budget from Section C may be transferred to Federal Title IV-E MAS and then unearned Title IV-E Adoption Assistance Administration for Section A&B may be used to the extent possible to minimize the use of state funds. Any remaining net unearned MAS funds are further addressed in # 3 below. After the adjustment in #3 below, any remaining unearned Federal Title IV-E MAS funds must be returned to the Department.
2. The CBC lead agency must return any unearned funds in the following categories:

State Access Visitation	SSFA Community Facilitation In
SSFA Family Preservation	Home and Out of Home
SSFA Family Support	PI Training
SSFA Time Limited Reunification	SACWIS Related
SSFA Adoption Promotion	Special Legislative Projects

Community Facilitation funds may be transferred to any of the other SSFA categories without a contract amendment. Any excess expenditures for any of the above funds should be recorded by the Lead Agency in the appropriate cost pool in Section A&B.

3. Net unearned funds or excess earnings is calculated after making the adjustment for unearned Federal Medicaid Administration budget described in #1 above. The calculation is performed as follows: total the balance of Title IV-E Adoption Assistance Administration and the Title IV-E Foster Care in Section A&B and the net Medicaid Administration from Section C.
 - a. If there are excess earnings occurring as a result of the calculation in the above paragraph, unearned Title IV-E Federal MAS funds in Section C will be used to offset the excess earnings to allow the Lead Agency the benefit of those earnings in the current fiscal year. If an excess earnings balance remains after this calculation the amount will be amended into the contract the next fiscal year.
 - b. If there is a net of unearned funds, the net unearned MAS – Other will be used to offset the amount to the extent possible. Any resulting unearned balance will be moved to Sections A&B, Other Fund Sources so that the funds can be utilized.
4. If the lead agency exceeds the Independent Living (IL) allocation in total, funds in Section A&B will be reduced and IL funds will be increased by the same amount. If the lead agency does not exceed the IL allocation in total, funds in Section A&B will be increased and IL funds will be reduced by the same amount. The lead agency must continue reporting all IL related expenses in the appropriate eligible funding category.
5. After all adjustments discussed above, any unearned funds in Medicaid Administration - State funds, Section A&B Other Fund Sources, and Section C MAS Other - State will be considered state funds eligible for roll forward into the next fiscal year.
6. Once all final expenditures reports have been received by the Department, a final Schedule of Funds for the prior Fiscal Year will be prepared reflecting the adjustments resulting from the statewide management of these funds. The Schedule of Funds will be distributed to all lead agencies within 30 days after all final expenditure reports are received.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
FIFTEENTH AMENDMENT

THIS AMENDMENT is entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the “department”, and Nassau County Board of County Commissioners, hereinafter referred to as the “provider”.

The department wishes to amend contract number DJ992 entered into between said parties on March 1, 2004 for the period March 1, 2004 through February 28, 2009 and last amended on June 27, 2007. The purpose of this amendment is to make required performance and technical changes.

I. Page 9, Attachment I, Section A., Paragraph 1.b., 8), Program or Service Specific Terms, is hereby deleted and the following inserted:

“8) Special Condition - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such situations include those described in Rule 65C-30.001(132), F.A.C., or cases involving child on child abuse.”

II. Page 9, Attachment I, Section A., Paragraph 1.b., 12), Program or Service Specific Terms, is hereby added as follows:

“12) System of Care – A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community’s priorities for child safety, well-being and permanency.”

III. Page 13, Attachment I, Section B., Paragraph 1.b. 4), Service Task List, is hereby added as follows:

“4) The provider agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in “**Community-Based Care Lead Agency Standards for Independent Living Transitional Services**” (dated 07/01/07) which is incorporated herein by reference and maintained on the department’s website.”

IV. Page 19, Attachment I, Section B., Paragraph 5.a., 6), under Performance Measures, is hereby amended to read as follows:

“6) No more than 54 children will be in out-of-home care 12 months or more on June 30, 2007. No more than TBD children will be in out-of-home care 12 months or more on June 30, 2008.”

V. **Page 19, Attachment I, Section B., Paragraph 5.a., 7)**, under **Performance Measures**, is hereby amended to read as follows:

“7) The provider will complete 15 adoptions during Fiscal Year 06/07 by June 30, 2007. The provider will complete TBD adoptions during Fiscal Year 07/08 by June 30, 2008.”

VI. **Page 19, Attachment I, Section B., to Paragraph 5.b.,** under **Description of Performance Measurement Terms**, the following sentence is hereby added:

“Effective July 1, 2007 and thereafter, the definitions of any terms in Section B.5 are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 07/01/07), which is incorporated herein by reference and maintained on the department’s website.”

VII. **Page 20, Attachment I, Section B., to Paragraph 5.c., 1)** under **Performance Evaluation Methodology**, the following sentence is hereby added:

“Effective 7/1/2007, the performance evaluation methodology for statewide measures is described in the “**Community-Based Care Performance Measures Methodology Document.**””

VIII. **Page 26, Attachment I, Section C., Method of Payment, Paragraphs C.2 and C.3** are hereby amended to read as follows:

“2. Cost Allocation Plan

The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the department’s contract manager by the date of the payment request for August of each state fiscal year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department’s website. The department will review and provide any comments within 15 days of submission. Any CAP revisions as required by the department are to be submitted to the department’s contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20th, of each state fiscal year, will result in no further payments being made until the department approves the CAP.

3. Invoice Requirements

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency’s letterhead and shall be in the format described in the “**CBC Invoice**”, which is incorporated herein by reference and is maintained on the department’s website. In addition, the following documentation is required, with each submission of an invoice:

Contract DJ992
Amendment #15

- Prior Month “**CBC Monthly Actual Expenditure Report**”, which is incorporated herein by reference and is maintained on the department’s website, except the June Monthly Actual Expenditure Report that shall be submitted with the “**CBC Final Expenditure Report**”, which is incorporated herein by reference and is maintained on the department’s website.
- “**Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports**”, which is incorporated herein by reference and is maintained on the department’s website.
- “**Child Access and Visitation Grant Monthly Match Funds Report**”, if applicable, which is incorporated herein by reference and is maintained on the department’s website.
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report
- “**Title IV-E Adoption Assistance Earning Statement**”, which is incorporated herein by reference and is maintained on the following website:

<http://eww.dcf.state.fl.us/asrc/>

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The “**CBC Final Expenditure Report**” for the prior FY shall be submitted on the date of the payment request for September of each FY.

- a. The Lead Agency shall submit a complete “**CBC Annual Budget by Service Category**”, which is incorporated herein by reference and is maintained on the department’s website, in the format contained in the CBC Annual Budget by Service Category on the date of the payment request for August of each state fiscal year. The department will review and provide any comments within 15 days of submission. Any budget revisions as required by the department are to be submitted to the department’s contract manager by the date of the payment request for September of each state fiscal year. Failure to submit a completed annual budget by August 20th of each state fiscal year will result in no further payments being made until a completed annual budget is submitted to the department.
- b. Budget Design and Earning Requirements:
 - 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the “**CBC Final Expenditure Report Description**” which is incorporated herein by reference and is maintained on the department’s website using the format contained in the “**CBC Final Expenditure Report**”.
 - 2) The provider agrees to account for any unexpended state funds at the end of a contract period. The provider shall either return surplus state funds to the department at the end of a contract period, or, if the department executes a renewal contract, the provider agrees to expend the surplus state funds during the first six months of the renewal contract period on value-added, non-recurring, program enhancements.

Contract DJ992
Amendment #15

- 3) The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II for the applicable fiscal year).
- c. The “**CBC Annual Realignment Budget by Service Category**” must be submitted in the CBC Annual Realignment Budget by Service Category on the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II for the applicable fiscal year). Any revisions made to the “**CBC Annual Budget by Service Category**” shall be subject to department approval. Failure to submit a realigned budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II for the applicable fiscal year) will result in no further payments being made until a realigned budget is submitted to the department.
- d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - September 2006	Estimated Pay	April, May, and June 2006 Actual Expenses	July 1, July 15, and August 15, 2006
October 2006	Estimated Pay	1/3rd of FY06/07 Contract Amount less the Amount Paid in the first three months	September 20, 2006
Nov. 2006 - February 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
N/A	Reconciliation	July - September 2006 Actual Expenditures	November 20, 2006
March 2007 - June 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
July 2007	Estimated Pay	1/12th of Fiscal Year 07/08 Contract Amount	July 1, 2007
August 2007 - June 2008	Estimated Pay	1/12th of Fiscal Year 07/08 Contract Amount	The 20th day of the month prior to month of service
July 2008	Estimated Pay	1/8th of Fiscal Year 08/09 Contract Amount	July 1, 2008
August 2008 - February 2009	Estimated Pay	1/8th of Fiscal Year 08/09 Contract Amount	The 20th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June."

IX. Page 36, Attachment I, Section D., Paragraph 19., Provider Emergency Preparedness Plan, is hereby deleted and the following inserted:

"19. Emergency Preparedness Plan

In addition to the provisions in Paragraph I. AA. of the Standard Contract, the provider agrees to incorporate further provisions to their emergency preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

- a. identify, locate, and continue availability of services for children under state care or supervision who are displaced or adversely affected by a disaster;
- b. respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster, and provide services in those cases;
- c. remain in communication with caseworkers and other essential child welfare personnel who are displaced because of a disaster;
- d. preserve essential program records; and
- e. coordinate services and share information with other states.

An updated plan shall be submitted to the contract manager on a yearly basis, commencing one year from the date of acceptance of the initial plan."

X. Page 38, Exhibit A: Reports revised 12/19/05, is hereby deleted, and a new page 38, **Exhibit A: Reports** revised July 1, 2007 is inserted in lieu thereof and attached hereto.

XI. Page 40, Attachment I, Exhibit A-2, Monthly Match Collection Report Form is no longer in effect as of July 1, 2007, or the execution date of this amendment whichever is later.

XII. Page 56-B through 56-F, Attachments II-F through II-J are no longer in effect as of July 1, 2007, or the execution date of this amendment, whichever is later.

XIII. Page 63, Attachment IV, Authority and Requirements, Section III.A., under Child Welfare/Community -Based Care Program, the following rules are hereby added:

"65C-28	Out of Home Care
65C-29	Protective Investigations
65C-30	General Child Welfare Provisions
65C-31	Services to Young Adults Formerly in the Custody of the Department"

This amendment shall begin on July 1, 2007, or the date on which the amendment has been signed by both parties, whichever is later.

Contract DJ992
Amendment #15

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

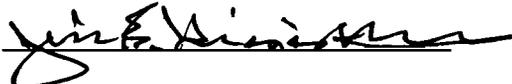
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

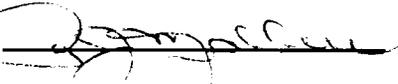
This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 7 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: Nassau County Board of
County Commissioners

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

Signature: 

Signature: 

Print/Type
Name: Jim B. Higginbotham

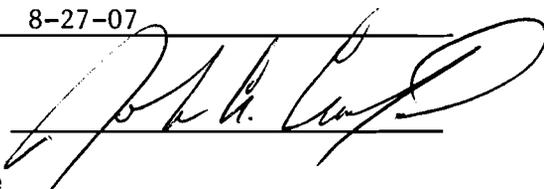
Print/Type
Name: Nancy Dreicer

Title: Chairman, Board of County Commissioners

Title: Regional Director

Date: 8-27-07

Date: 8/27/07

Signature: 

Print/Type
Name: John A. Crawford

Title: EX-Officio Clerk

Date: 8-27-07

Signature: 

Print/Type
Name: David Hallman

Title: County Attorney

Date: 8-27-07

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
Gene Knaga 8/27/07

EXHIBIT A: Reports

The reports identified in this Exhibit shall be completed and submitted by the provider in accordance with the listed schedule no later than 30 calendar days following the reporting period unless otherwise noted below. The current required format for such reports is identified below. The contract manager will notify the provider in writing of any changes to format or submission requirements.

Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	See Tangible Personal Property Inventory, Exhibit A-1.	Must be completed for initial transfer of equipment, and annually on March 1 st thereafter.	Contract Manager
CBC Personnel Report	See Exhibit A-3 Data elements only	Monthly; 10 th calendar day of the month for prior month.	Contract Manager
Child and Family Services Report Tool	See Child & Family Services Monthly Services Report, which is incorporated herein by reference and is maintained on the department's website.	Monthly; 35 days after the end of the reporting month.	Contract Manager
PSSF Match Funds Reports	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated by reference and is maintained on the department's website.	Monthly; 20 th calendar day of the month for the prior month.	Contract Manager
Child & Family Services Annual Progress and Service Report (APSR)	Instructions disseminated annually from Central Office.	Annually, December 30 th , 90 days after close of federal fiscal year (10/1-9/30).	Contract Manager
Child & Family Services Five- Year Plan	Instructions disseminated from Central Office.	May 15, 2009 and every 5 years thereafter.	Contract Manager
Local Program Improvement Plan Report	Electronic file via e-mail or diskette	Quarterly; 10 th calendar day after the end of each quarter.	Contract Manager
Quality Assurance Core Element Case Review Data Report	See Quality Assurance Core Element Case Review Data Report, which is incorporated herein by reference and is maintained on the department's website	Quarterly, 5th working day following the end of the quarter.	Contract Manager
Quarterly Report on Independent Living Standard Compliance	Instructions disseminated from Central Office	Quarterly, 10 th working day following the end of the quarter.	Contract Manager
Recruitment and Retention of Licensed Foster Homes Report	Instructions will be disseminated from Regional Planning and Performance Management office.	Monthly; 10 th calendar day of the month for prior month.	Contract Manager
Semi-annual Training Expenditure Report	See Attachment VI	Semi-annually; February 1 st and August 1 st of each year	Contract Manager

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SIXTEENTH AMENDMENT

THIS AMENDMENT is entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "department", and Nassau County Board of County Commissioners, hereinafter referred to as the "provider".

The department wishes to amend contract number DJ992 entered into between said parties on March 1, 2004 for the period March 1, 2004 through February 28, 2009. The purpose of this amendment is to correctly reflect funding for FY 06-07 and FY 07-08, and amend the ending date of the contract as requested by the Nassau County Board of County Commissioners.

I. Page 5, Standard Contract, Section II. A., Contract Amount is hereby amended to read:

"To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$8,270,026.00, subject to the availability of funds."

II. Page 6, Standard Contract, Section III. A., Effective and Ending Dates is hereby amended to read:

"This contract shall begin on March 1, 2004, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Jacksonville, Florida, on November 12, 2007."

III. Page 26, Attachment I, Section C., Paragraph 1.a., Method of Payment , is hereby amended to read:

"C. METHOD OF PAYMENT

1. Payment Clause

- a. This is a cost reimbursement contract from the initial contract effective date through September 30, 2006. Effective October 1, 2006, this is an advance fixed price, fixed payment contract comprised of a grant of State funds and other Federal sources. The Schedule of Funds is the document that identifies the amount of the grant and the Federal sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into

this contract, and the total contract amount will be adjusted accordingly. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$8,270,026.00 subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II	FY 03-04	\$ 632,637.00
Attachment II-A	FY 04-05	\$ 2,153,259.00
Attachment II-B	FY 05-06	\$ 2,292,795.00
Attachment II-C	FY 06-07	\$ 2,731,838.00
Attachment II-D	FY 07-08	\$ 459,497.00

IV. Page 26, Attachment I, Section C., Paragraph 1.a., Method of Payment, the table at the end of this paragraph is hereby deleted and the following table is inserted in lieu thereof:

Service Unit	Fixed Payment	# of Units	Total Amount
Three Months of Service (Cost Reimbursement Method of Payment- 7/1/06-9/30/06)	NA	NA	\$642,576.00
One Month of Child Welfare and Related Services (10/01/06 – 10/31/06)	\$234,441.00	1	\$234,441.00
One Month of Child Welfare and Related Services (11/01/06 - 02/28/07)	\$219,254.50	4	\$877,018.00
One Month of Child Welfare and Related Services(03/01/07 - 05/31/07)	\$219,847.75	3	\$659,543.25
One Month of Child Welfare and Related Services(06/01/07 - 06/30/07)	\$318,259.75	1	\$318,259.75
One Month of Child Welfare and Related Services(07/01/07 -08/31/07)	\$227,653.17	2	\$455,306.34
One Month of Child Welfare and Related Services(08/01/07 -08/31/07)	\$4,190.66	1	\$4,190.66

V. Page 26, Attachment I, Section C., Method of Payment, Paragraph 3.d., is hereby amended to read as follows:

"d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July, August, September 2006	Estimated Pay	April, May, and June 2006 Actual Expenses	July 1, July 15, and August 15, 2006
October 2006	Estimated Pay	1/3rd of FY06/07 Contract Amount less the Amount Paid in the first three months	September 20, 2006
November 2006 - February 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
N/A	Reconciliation	July - September 2006 Actual Expenditures	November 20, 2006
March 2007 - June 2007	Estimated Pay	The Contract Amount for FY06/07 not yet paid divided by the remaining months to be paid	The 20th day of the month prior to month of service
July 2007	Estimated Pay	1/12th of Fiscal Year 06/07 Contract Amount	July 1, 2007
August 2007	Estimated Pay	1/12th of Fiscal Year 06/07 Contract Amount	July 20, 2007
September 2007	Estimated Pay	1/6th of Fiscal Year 07/08 Contract Amount less the Amount Paid in July and August 2007	August 20, 2007

VI. Page 54, Attachment II C, (Schedule of Funds revised June 2007), is hereby deleted and revised page 54, Attachment II-C (CBC Schedule of Funds, FY 2006-07 After Statewide Adjustments) is inserted in lieu thereof and attached hereto.

VII. Page 55, Attachment II D, (FY 2007-2008 Schedule of Funding Sources revised 12/19/05), is hereby deleted and revised page 55, Attachment II-D (CBC Schedule of Funds, FY 2007-08 as of 07/01/2007 through 08/31/2007) is inserted in lieu thereof and attached hereto.

This amendment shall be effective on the date signed by both parties, but no later than midnight on November 12, 2007.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 6 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: Nassau County Board of
County Commissioners

Signature: Michael H. Boyle

Print/Type
Name: ~~Jim B. Higginbotham~~ Michael H. Boyle
Vice Chairman
Title: ~~Chairman~~ Board of County Commissioners

Date: November 28, 2007

Signature: [Signature]

ATTEST AS TO CHAIRMAN'S SIGNATURE:
Print/Type VICE CHAIRMAN'S
Name: John A. Crawford

Title: EX-Officio Clerk

Date: December 3, 2007

Signature: [Signature]

APPROVED AS TO FORM:
Print/Type
Name: David Hallman

Title: County Attorney

Date: November 28, 2007

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

Signature: Nancy Dreicer

Print/Type
Name: Nancy Dreicer

Title: Regional Director

Date: 12/11/07

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE/ACCOUNTABILITY

[Signature] DATE 11/29/07

**Attachment II-C
CBC Schedule of Funds
Nassau County Board of County Commissioners - Contract# DJ992
FY 2006-07 After Statewide Adjustments**

Sections A and B	Federal	State	Total
Title IV-E Adoption Assistance Administration	62,073		62,073
Title IV-E Foster Care	76,610		76,610
Other Fund Sources			2,026,554
Subtotal Sections A and B			2,165,237
Section C			
Maintenance Adoption Subsidies - Title IV-E	179,105	124,254	303,359
Maintenance Adoption Subsidies - Other			115,907
Independent Living Services - Chafee Administration	3,019	3,690	6,709
Chafee ETV, Room and Board, Road to Independence	19,299	4,975	24,274
All State Funded Independent Living Services		39,221	39,221
Medicaid Administration	500	500	999
State Access and Visitation	-		-
SSFA Family Preservation	16,645		16,645
SSFA Family Support	15,865		15,865
SSFA Time Limited Reunification	16,948		16,948
SSFA Adoption	19,112		19,112
SSFA Community Facilitation IH	3,872		3,872
SSFA Community Facilitation OOH	3,690		3,690
PI Training	-	-	-
Manatee Pilot Project		-	-
Manatee Pilot Project - IV-E	-		-
Manatee Pilot Project - TANF	-		-
Manatee Pilot Project - Medicaid Administration	-	-	-
Legislatively Mandated Special Projects	-	-	-
Subtotal Section C			566,601
Total All Fund Sources			2,731,838

**Attachment II-D
CBC Schedule of Funds
Nassau County Board of County Commissioners - Contract# DJ992
FY 2007-08 Use Designation - As of 07/01/2007 through 08/31/2007**

Sections A and B	Federal	State	Total
Other Fund Sources			357,769
Subtotal Sections A and B			357,769
Section C			
Maintenance Adoption Subsidies			72,877
Independent Living Services - Chafee Administration	1,996	499	2,495
Chafee Road to Independence - Scholarship	1,697	424	2,121
Chafee, ETV, Road to Independence	2,096	524	2,620
All State Funded Independent Living Services		8,089	8,089
Medicaid Administration	406	406	812
State Access and Visitation	-		-
SSFA Family Preservation	2,780		2,780
SSFA Family Support	2,649		2,649
SSFA Time Limited Reunification	2,830		2,830
SSFA Adoption	3,192		3,192
SSFA Community Facilitation IH	647		647
SSFA Community Facilitation OOH	616		616
PI Training	-	-	-
Legislatively Mandated Special Projects	-	-	-
Children's Mental Health CW Wraparound Funding		-	-
Subtotal Section C			101,728
Total All Fund Sources			459,497