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FMNC001

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT is entered into between First Coast Family Center, a Florida not-for-profit corporation herein referred to as the Subcontractor and Family Matters of Nassau County, a department under the Board of County Commissioners, herein referred to as ("FMNC").

RECITALS:

WHEREAS, FMNC entered into a written contract with the Florida Department of Children and Families (which is hereby incorporated by reference, and may be amended from time to time) as the lead community-based agency, responsible for coordinating, integrating, and managing a local system of support and services for abused, abandoned and neglected children and their families in Nassau County pursuant to Section 409.1671, Florida Statutes; and

WHEREAS, FMNC intends to provide Services (as defined below) to Eligible Consumers (as defined below) in Nassau County through a network of contracted subcontractors; and

WHEREAS, the Subcontractor meets all requirements set by the State of Florida to provide such Services; and

WHEREAS, the Subcontractor is willing and able to provide Services to Eligible Consumers in accordance with the terms and conditions of this Agreement; and

WHEREAS, FMNC desires to enter into an agreement with the Subcontractor for the provision of Services to Eligible Consumers in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

ARTICLE I
Definitions

1.1 Abuse: 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. (Abuse of a child includes acts of omissions. Corporal discipline of a child by a parent or legal custodian, for disciplinary purposes, does not in itself constitute abuse when it does not result in harm to the child.)

1.2 Abuse Report: The initial report made to the Florida Abuse Hotline alleging maltreatment of a child by a parent, adult household member, or person responsible for the child's welfare.

1.3 Acceptance of Referral: The date and time that the provider makes initial contact with the family for whom a referral was received to conduct an assessment to determine eligibility. Initial contacts are made in the family's home.

1.4 Adult Adolescent Parenting Inventory -2 (AAPI-2): The reliable and valid standardized pre- and post-test instrument used to measure basic parental knowledge of appropriate child rearing practices of parents.

1.5 Calendar Day: A twenty-four hour day.

1.6 Caregiver: The parent, legal custodian, adult household member, or other person responsible for the child's welfare.

1.7 Case Management: All services provided on behalf of the family, including, transportation, staffing, recording progress notes and telephone contacts.

1.8 Counselor: The FMNC employee who coordinates all services rendered to Eligible Families. The Counselor serves as a single and continuous point of contact for the family from entry into Services through case closure.

1.9 Child: Any unmarried, dependent or person alleged to be dependent under the age of 18 years who has not been emancipated by the court or otherwise had the disabilities of nonage removed.

1.10 Child Protection Investigator (CPI): The Department employee responsible for investigating allegations of abuse, neglect and abandonment received by the Florida Abuse Hotline.

1.11 Children Served: The number of children in families accepted and determined eligible whom receive services under this subcontract.

1.12 FMNC Quality Assurance Program: The periodic external review activities conducted by FMNC pursuant to FMNC's written quality assurance plan (which may be revised from time to time) to assure that the agreed upon level and quality of services is achieved and maintained by the Subcontractor. FMNC's Quality Assurance activities shall, among other matters, assess the Subcontractor's compliance with contract requirements and with state and federal law and associated administrative rules, regulations, and operating procedures; and, utilize the quality service review format to determine the adequacy of service system functions through quality service reviews.

1.13 FMNC Quality Improvement Plan: The continuous internal improvements in service provision and administrative functions conceived and implemented by FMNC in accordance with its written quality improvement plan (which may be revised from time to time) including quarterly review of data on: incidents, accidents and consumer grievances; customer input and satisfaction; performance data; peer record review data; and, products/results from quality service reviews and quality improvement projects.

- 1.14 Community-Based Care Lead Agency: A not-for-profit provider or governmental entity with whom the department contracts for the provision of services, in accordance with s. 409.1671 F.S.
- 1.15 Department: The Florida Department of Children and Families, unless otherwise stated.
- 1.16 Failure to Thrive: A condition of infants characterized by weight or height falling below the 5th percentile for age. This condition may be caused by organic or inorganic reasons.
- 1.17 Face to Face Contacts: Direct contact with the family.
- 1.18 Families Served: The number of families accepted and determined eligible.
- 1.19 Family: A collective body of persons consisting of a child and a parent, legal custodian, or adult relative.
- 1.20 Family Facilitator (FF): The First Coast Family Center professional assigned to provide in-home support services to eligible families.
- 1.21 Family Plan: A written plan developed between the FF and the family. It outlines the goals, objectives and projected completion dates of the services to be provided. The plan must be reviewed and amended as needed every three months.
- 1.22 Initial Needs Assessment (INA): The document used to explore the family dynamics and history which is completed within two months from initial contact with the family. INA is not required for short-term cases.
- 1.23 Neglect: When a parent, adult household member, or other person responsible for the child's welfare deprives a child of, or allows a child to be deprived of, necessary food, clothing, shelter, or medical treatment or permits a child to live in an environment when such deprivation or environmental causes the child's physical, mental, or emotional health to be significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial hardship unless actual services for relief have been offered to and rejected by such person.
- 1.24 Parent Aide: The First Coast Family Center employee who provides in-home support services to eligible families.
- 1.25 Receipt of Referral: The date and time the department or contracted provider of the department contacts the provider to refer a family for services.
- 1.26 Risk Assessment Observation Form: A form completed by the FF after the initial home visit to document risk factors within the family.
- 1.27 Short-Term Cases: Families opened for services for a period of six months or less.

1.28 Verified: A determination by an abuse investigator that the specific injury or harm was the result of abuse, neglect, or threatened harm.

ARTICLE II Subcontractor's Responsibilities

2.1 Services. The Subcontractor shall provide services to eligible consumers in accordance with the service specific requirements described, attached hereto and incorporated herein by reference. Services to be provided by the Subcontractor hereunder to an eligible consumer shall be coordinated by the FM Counselor in a court/community related case.

2.2 Manner of Service Provision. The Subcontractor shall abide by the provisions of the FMNC Contract, incorporated herein by reference.

2.3 Licensure and Accreditation. At all times during the term of this agreement, (a) the subcontractor shall maintain in good standing all applicable license and accreditation requirements; and (b) the subcontractor's employees and agents shall meet all applicable federal and state licensing and certification requirements.

2.4 FMNC's Quality Assurance/Quality Improvement Program. The Subcontractor shall assist and cooperate with FMNC's Quality Assurance/Quality Improvement Program. FMNC will review subcontractor files periodically, but at least annually, to determine provider compliance with the terms and conditions of the subcontract and to ensure federal, state and other requirements associated with the service purchased is in compliance. When indicated, FMNC will require corrective action plans and trainings as needed. The subcontractor shall provide all necessary data and records and permit FMNC to conduct review's and audits at the subcontractor's site.

2.5 Quality Assurance/Quality Improvement Program. The subcontractor shall independently implement a QA/QI Program to continuously review and improve the delivery of services to eligible consumers under this agreement. A written copy of the policy will be provided to the FMNC QA/QI Manager.

2.6 Records.

(a) Consumer Records. The subcontractor shall maintain a case file for each family serviced. The case file shall contain, but is not limited to, family demographics, copy of the referral form that documents eligibility or ineligibility, a copy of the confidentiality form, a copy of the Transportation Authorization, a copy of any releases, a copy of the Client Data form, a copy of the Family Plan and updates, a copy of the Risk Assessment observations, a copy of the Initial Needs Assessment form, a log of contacts documenting the date, type, and name of person contacted for all telephone, in-person and collateral contacts, a copy of the Referral Feedback form, and a copy of the End of Service Summary.

(b) Personnel Records. The subcontractor shall maintain a personnel file on each employee involved in the provision of services as defined in this Agreement. The record shall contain, but is not limited to the original signed copy of the Security Agreement Form, CF-114, documentation of education, training and required experience, and results of the mandatory background screening, as explained in Section 2.17.

(c) Financial Records. The subcontractor shall establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by FMNC under this Agreement.

(d) Record Retention. The subcontractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of six years after the completion/termination of the agreement or for such longer period as may be required by applicable federal or state law. If an audit has been initiated and audit findings have not been resolved at the end of six years then the records shall be retained until resolution of the audit findings or any litigation, which may be based on the terms of this Agreement.

(e) Inspection. At all reasonable times for as long as the records are maintained, persons duly authorized by FMNC, 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 contracts and related records and documents, regardless of the form in which kept.

(f) Confidentiality. The subcontractor shall comply at all times with applicable federal and state laws, rules, and regulations, including but not limited to 45 C.F.R. Section 205.50, and 402.155 F.S. regarding the confidentiality of the records and identity of consumers. The subcontractor shall not release any records to any consumer or third person, other than FMNC or the department's authorized representative without the prior written consent of the consumer, except as may be required by applicable law or an order by a court of competent jurisdiction. This responsibility extends to all of the officers, employees, volunteers and agents of the subcontractor.

(g) Transfer of Records. Upon termination of this agreement, active and closed records will be transferred in accordance with the Subcontractor's transition plan. From time to time at the request of FMNC or the department, the subcontractor shall duplicate the transfer of records (at no cost to FMNC or the department) during the required retention period as specified in Section 2.5(c) above.

2.7 Client Rights and Grievance Process. The subcontractor shall prominently display information as to a consumer's access to the Florida Local Advocacy Council to file a complaint regarding Services. The subcontractor shall also make accessible and

distribute FMNC brochures that outline consumer rights, to ensure consumers are informed of access to individuals willing to advocate for their needs.

2.8 Grievance Resolution. The subcontractor shall cooperate with FMNC's Grievance Procedure and comply with all determinations made by FMNC under the grievance procedure.

2.9 Performance Standards. The subcontractor shall meet or exceed the performance standards mutually established by FMNC, and the department, incorporated by reference, and measured by the outcomes and indicators set forth therein. The subcontractor shall meet or exceed the performance standards mutually established during the first year of program operations. FMNC will track and conduct performance reviews monthly and report on these indicators quarterly. If the subcontractor fails to meet performance standards, FMNC at its exclusive option, may allow the subcontractor up to six months achieve compliance. If FMNC affords the subcontractor the opportunity to achieve compliance, and the subcontractor fails to achieve such compliance within the specified time frame, FMNC may at its absolute discretion terminate the agreement.

2.10 Information Systems. The Subcontractor agrees to the requirements for information systems set forth in Attachment II attached hereto and incorporated herein by reference.

2.11 Compliance with Law. The subcontractor shall, at all times during the term of this agreement, comply with, and provide all services required hereunder in accordance with, all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act (as amended); the Americans with Disabilities Act; the Pro-Children Act of 1994; and Chapters 39 and 409, Florida Statutes.

2.12 Risk Prevention and Child Abuse Reporting. The subcontractor shall, in accordance with the Department's Consumer Risk Prevention System, report situations listed in CFOP 215-6 in the manner described in CFOP 215-6 or the Department's operating procedures. The subcontractor and its employees shall also report any known or suspected child abuse, abandonment, or neglect immediately to the department's central abuse hotline using the single statewide toll-free telephone number or as otherwise required under Section 39.201, Florida Statutes. The subcontractor shall also be responsible for notifying the FMNC Counselor and FMNC contract manger of any incidents or reports made.

2.13 Nondiscrimination. The subcontractor shall not differentiate or discriminate in the provision of services to eligible consumers or against any of its employees or any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex.

2.14 Credentialing. The subcontractor and its employees shall comply with FMNC's credentialing and re-credentialing procedures and requirements, and the subcontractor

shall immediately notify FMNC in writing of any material change in any credentialing information previously provided to FMNC.

2.15 Transportation Disadvantaged. The subcontractor shall comply with the provisions of Chapter 427, Florida Statutes, and Chapter 41-2, Florida Administrative Code, if consumers are transported under this agreement.

2.16 Mandatory Background Screening. The subcontractor shall ensure that all of its employees providing services to eligible consumers are subjected to a Level 2 security background investigation in accordance with Section 435.04, Florida Statutes, and a child abuse registry screening. In the event that such employee is determined to (a) have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2), or (b) have been subject to a confirmed child abuse or neglect report, then such employee shall be prohibited from providing services to eligible consumers.

2.17 Policies and Procedures. The subcontractor shall maintain and comply with written policies and procedures developed by FMNC and incorporated herein by reference.

2.18 Health Insurance Portability and Accountability Act. The subcontractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) (42 U.S. Section 210 et seq) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162 and 164).

2.19 Emergency Preparedness. If the tasks to be performed pursuant to this Agreement include the physical care and control of clients, the subcontractor shall, within thirty days of the execution of this agreement, 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 subcontractor to continue functioning in compliance with the executed agreement in the event of an actual emergency. FMNC agrees to respond in writing within thirty days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, FMNC may exercise oversight authority over such a subcontractor in order to assure implementation of the agreed emergency relief provisions.

ARTICLE III

Obligations of Family Matters of Nassau County (FMNC)

3.1 Consumer Eligibility. FMNC shall establish a process for assuring service eligibility for all consumers based upon the department's state and federally mandated criteria. FMNC has the sole right and responsibility to make determinations regarding a consumer's eligibility and appropriate services. The decision of FMNC in this respect shall be binding on the subcontractor.

3.2 FMNC's Quality Assurance/Quality Improvement Program. FMNC shall establish and implement FMNC's Quality Assurance /Quality Improvement Program, review

subcontractor files periodically, but at least annually, to determine provider compliance with the terms and conditions of the agreement and to ensure federal, state and other requirements associated with the service purchased is in compliance. FMNC will require corrective action plans and trainings as needed.

3.3 Compliance With Law. FMNC shall at all times during the term of this agreement, comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the federal Social Security Act (as amended); the Americans with Disabilities Act; and Chapters 39 and 409, Florida Statutes.

ARTICLE IV Compensation

4.1 Amount. This is a cost reimbursement contract. FMNC shall reimburse the subcontractor for allowable expenditures incurred pursuant to the terms of the agreement for a total dollar amount not to exceed \$100,000.00 per contract period which is subject to the availability of funds. First Coast Family Center shall provide 25% match or the equivalent of \$33,333.00 per year.

4.2 Method of Payment. Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the approved line item budget in Exhibit I, or in the approved revised line item budget.

4.3 Request for Payment. The subcontractor shall request reimbursement on a monthly basis through submission of a properly completed invoice within 10 calendar days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The Invoice and the documentation must be submitted to the FMNC contract manager. An Invoice returned to the subcontractor due to preparation errors will result in a payment delay. The subcontractor acknowledges that in the event of nonpayment by FMNC for any reason, the department shall have no liability for payment of any of the subcontractor's expenses or obligations incurred under this agreement, and FMNC has sole financial responsibility to pay the subcontractor for services provided by the subcontractor under this agreement.

4.4 Non-Payment. The subcontractor understands and agrees that payment of compensation from FMNC is contingent upon receipt of funds from the department and that a delay in the receipt of funds could result in partial payment until funds are received. The subcontractor is required to have access to at least sixty days of operating revenues during the life of the contract to cover this situation. In the event that insufficient funds are available to implement the subcontract, FMNC may at its absolute discretion terminate or modify this subcontract accordingly.

4.5 Revenue and Cost Reports. The subcontractor shall submit revenue and cost reports (of actual expenditure by line item), for each month following the month of service. These reports may be generated from the subcontractor's accounting system in a format approved by FMNC.

4.6 Final Report Cost Report. The subcontractor shall submit a final cost report to FMNC within forty-five days after the agreement ends or is terminated. If the subcontractor fails to do so, all rights to payment are forfeited and FMNC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the agreement may be withheld by FMNC until all reports due from the subcontractor and necessary adjustments thereto have been approved by FMNC.

4.7 Return of Funds. In the event that the subcontractor or its independent auditor discovers that an overpayment has been made by FMNC, the subcontractor shall repay said overpayment to FMNC within forty days from such discovery without prior notice or request from FMNC. In the event that FMNC first discovers and overpayment has been made to the subcontractor, FMNC will notify the subcontractor by letter of such a finding and requesting repayment within forty days. Should repayment not be made within such applicable forty day time period, FMNC will charge the subcontractor interest of one percent (1%) per month compounded on the outstanding balance after such applicable time period has expired until paid in full.

4.8 Use of Funds for Lobbying Prohibited. The subcontractor agrees to comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibits the expenditure of funds received under this Agreement for the purposes of lobbying the Florida Legislature, judicial branch, or any state agency.

4.9 Reimbursement for Travel Expenses. The subcontractor agrees to comply with the provisions of Section 112.061 Florida Statutes, for the documentation of all travel expenditures.

ARTICLE V **Insurance and Indemnification**

5.1 Liability Insurance. During the term of this agreement, the subcontractor shall maintain and keep in effect, at its sole expense, general liability insurance and errors and omission (professional liability) insurance coverage in accordance with section 409.1671 F.S. and any subsequent amendments thereto. At FMNC's request, the subcontractor shall furnish to it a certificate of insurance evidencing the insurance coverage required under this Section 5.1.

5.2 Indemnification. The subcontractor shall indemnify, defend, and hold harmless FMNC and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto (including attorneys' fees), that may arise out of and/or be incurred in connection with: (a) any negligence or misconduct caused or alleged to have been caused by the subcontractor or its employees, agents, or representatives in connection with the provision of the services under this agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of, the subcontractor, or (b) any act or failure to act by subcontractor or its employees, agents, or representatives outside the scope of, or in breach of, the terms of this agreement.

ARTICLE VI
Term of Agreement/Termination

6.1 **Term.** This agreement will be effective from July 1, 2005 through June 30, 2006. This is a three year agreement. Termination may occur if there are unsatisfactory fiscal and program performance reviews as determined by the Board of County Commissioners as recommended by FMNC. Payment shall not exceed the sum of:\$100,000.00 for the time period of July 1, 2005 through June 30, 2006 subject to the availability of funds.

6.2 **Termination Without Cause.** Either party can terminate the subcontract with no less than sixty calendar day's notice to the other party, unless a lesser time is mutually agreed upon in writing. (Notwithstanding any provision of the Department of Children and Families Standard Contract) Once accepted, a transition plan will be implemented to ensure a smooth transition for no more than 180 calendar days from the date of acceptance. FMNC at its absolute discretion has the right to accept or reject the transition plan.

6.3 **Transition Plan.** Subject to individual negotiation a transition plan due to contract termination is expected to include the following elements.

- (a) FMNC will be responsible for payment of subcontractor's fixed expenses, including salaries and benefits, during the transition period. Definition of fixed expenses would be discussed and agreed to. Use of unencumbered funds could not occur without the express consent of FMNC during the transition period.
- (b) The subcontractor will need prior authorization from FMNC to spend client related service funds during the transition period.
- (c) All elements of the subcontract 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 will occur only following written agreement of both parties.
- (d) Within thirty days following receipt of the termination notice, the subcontractor will submit for approval provisions and timelines for the preparation and transfer of existing personnel, for informing and educating consumers, staff, stakeholders, and others where appropriate.
- (e) Within thirty days following receipt of the termination notice, the subcontractor will submit for approval provisions and timelines for the orderly transfer of contract related records.
- (f) Within thirty days following receipt of the termination notice, the subcontractor will furnish financial reports including, but not limited to expenditure detail from the effective date of the contract through the month preceding the date of the termination notice.
- (g) Within thirty days following receipt of the termination notice, the subcontractor will furnish a copy of all of the sub-contracts held by the subcontractor along with the year to date expenditure reports for each.

(h) Within thirty days following receipt of the termination notice, the subcontractor will furnish a detailed personnel report, which includes all positions funded, vacant positions and projected vacancies.

(i) Within thirty days following receipt of the termination notice, the subcontractor will furnish an updated inventory report listing all non-expendable property purchased with contract funds.

6.4 Termination With Cause. FMNC may terminate this subcontract within ten days, upon written notice, if it determines at its absolute discretion that, the subcontractor has failed or may fail to perform any material duty or obligation imposed by the agreement and does not cure the default or breach within the ten day period following notice.

If this agreement is terminated under the foregoing provision, the subcontractor will be ineligible to receive any contracts or funds from FMNC for a period of at least twelve months from the date of termination. If this agreement is terminated without cause, the subcontractor shall not be restricted from contracting with FMNC if it has fully cooperated in implementing a transition plan and ensured child safety and service continuity during the transition period.

6.5 Termination With Notice Bankruptcy. Notwithstanding Section 6.1 above, this agreement shall immediately terminate upon written notice by one party to the other party in the event the other party becomes "bankrupt" as defined herein. As used herein, a party shall be deemed to be "bankrupt" if (a) an involuntary petition under any bankruptcy or insolvency law is filed with respect to a party or a receiver of, or for the property of, such party is appointed without the acquiescence of such party, which petition or appointment remains undischarged or unstayed for an aggregate period of sixty days (whether or not consecutive); or (b) a voluntary petition under any bankruptcy or insolvency law is filed by or on behalf of such party, or a receiver of, or for the property of, such party is acquiesced in by such party, or such party does any similar act of like import.

6.6 Termination With Notice Other. Notwithstanding Section 6.1 above, this agreement shall immediately terminate upon written notice by FMNC to the subcontractor in the event (a) the subcontractor's licensure or accreditation as required by Section 2.3 above is either suspended or revoked; (b) the subcontractor's credentialing or re-credentialing application is not verified and approved by FMNC; (c) the subcontractor's general liability insurance required by Section 4.1 above is cancelled or otherwise terminated; (d) the subcontractor fails to comply with the performance standards as required by Section 2.9 above; (e) the subcontractor fails to comply with any corrective action plan imposed under Section 2.4 above; (f) the subcontractor fails to meet the staffing requirements; (g) the subcontractor (or any of its officers, directors, or employees) is placed on the convicted vendor list kept by the Florida Department of Management Services pursuant to Section 287.133, Florida Statutes; or (h) in the event funds to pay the subcontractor under this agreement become unavailable. FMNC shall be the final authority as to the availability of funds to pay the subcontractor.

6.7 Provision of Services Upon Termination. Upon termination by either party, the subcontractor shall continue to provide services under the terms and conditions of this agreement to any eligible consumer who was being served by the subcontractor on the

termination date until FMNC makes provision for the assumption of such services by another organization or program. The subcontractor shall be eligible for compensation for the services rendered to eligible consumers under this Section 6.7 on a fee-for-service basis agreed to by FMNC and the subcontractor in advance based upon the number of eligible consumers served by the subcontractor after the termination date.

6.8 Transfer of Equipment. In the event that the subcontractor has used any funds or compensation obtained from FMNC under this agreement to make any capital item purchase as indicated on the Non-Expendable Property Inventory submitted to FMNC, then upon termination of this agreement the subcontractor shall promptly transfer any such capital item property to FMNC at no cost to FMNC.

ARTICLE VII Dispute Resolution

7.1 Dispute Resolution. The parties agree to comply with Sections 7.2 and 7.3 below in resolving any differences in interpreting this agreement and to resolve all disputes, claims, controversies, or other matters between FMNC and the subcontractor arising out of or relating to this Agreement (each, a "Dispute"). Within five business days after the effective date, each party shall designate one person to act as a representative for dispute resolution purposes (the "Designated Representative"), and the party shall so notify the other party of its designated representative's name, business address and telephone number.

7.2 Mandatory Negotiation. On or before thirty days after a party (the "Claimant") determines that there is a dispute, it shall send a detailed written notice of the dispute (the "Dispute Notice") to the other party's designated representative. Within five business days from receipt by a designated representative of the dispute notice from the claimant, both designated representatives shall conduct a face-to-face meeting and shall attempt to resolve the dispute in good faith. All such negotiations shall be deemed confidential compromise in settlement negotiations and shall not be admissible as evidence in any later proceeding. In the event the designated representatives are unable to settle the dispute after following this procedure, the parties shall submit the dispute to mandatory mediation as set forth in Section 7.3 below.

7.3 Mandatory Mediation. If the parties do not resolve the dispute under Section 7.2 above within thirty days from the receipt of the dispute notice by a designated representative, then the dispute shall be submitted to mediation. In order to submit the dispute to mediation the claimant shall send a written request for mediation to the other party. The parties shall agree upon a mediator on or before ten business days from the other party's receipt of the written request for mediation from the claimant. In the event that the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association (AAA). The mediation shall be conducted in Nassau County, Florida, unless otherwise agreed to by the parties, and the mediation shall be governed by the Commercial Mediation Rules of the AAA. In the event a party fails to attend a mediation session without good cause or if the mediator determines that a party has not acted in good faith to settle the dispute, the mediator may assess against such party the reasonable attorney's fees and costs of the other party. The cost of the mediator shall be borne equally by each party.

7.4 Prerequisite to Litigation. Good faith participation in mandatory negotiation pursuant to Section 7.2 above and mandatory mediation pursuant to Section 7.3 above shall be a prerequisite to a party commencing legal action against another party regarding the dispute.

ARTICLE VIII **General Provisions**

8.1 Recitals. The parties acknowledge that the statements contained in the recitals above are true and correct, and the recitals are incorporated herein by reference and made a part hereof.

8.2 Independent Contractor. This agreement is not intended to create, nor is it to be construed as creating, any relationship between the subcontractor and FMNC other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this agreement. Neither the subcontractor or FMNC, nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agent, employee or representative of the other. Furthermore, the subcontractor shall not represent to others that it has the authority to bind FMNC or the department unless specifically authorized in writing to do so. All deductions for social security withholding taxes, income taxes, contributions to unemployment compensation funds, worker's compensation and all necessary insurance for the subcontractor's employees and permitted contractors shall be the sole responsibility of the subcontractor.

8.3 Attorney's Fees. In connection with any litigation, including appellate proceedings or bankruptcy proceedings, arising under this agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and other costs from the non-prevailing party.

8.4 Assignment. This agreement may not be assigned or further subcontracted by the subcontractor without the prior written consent of FMNC.

8.5 Notices. Any notice or other communication which may be required or permitted to be given under Sections 6.2, 7.1, 7.2, or 7.3 shall be in writing, signed by a duly authorized officer, and hand delivered to the other party or sent by electronic mail, United States certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth on the signature page of this agreement or at such other address of which a party shall so notify the other party. Any such notice or other communication shall be deemed given upon the date of mailing if mailed pursuant to the provisions of this Section 8.5.

8.6 Captions; Partial Invalidity. The captions and section numbers appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of the agreement not in any way affect this agreement. If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or enforceability of such provision shall not affect the remaining provisions of this agreement.

8.7 Change in Law or Regulations. Should any federal or state statute, regulation, or rule now existing, or enacted or promulgated after the effective date of this agreement, be enacted or interpreted by any court, governmental body, or agency having

jurisdiction over the subcontractor or FMNC during the term of this agreement so as to materially affect the ability of a party to perform any provision of this agreement, then the parties shall forthwith and in good faith amend the provision of this agreement affected by such action as reasonably necessary to comply with such law, regulation, or rule. Any such amendment shall preserve the underlying economic and financial arrangements between the parties hereto.

8.8 Third-Party Beneficiaries. Nothing in this agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of a third party, including, but not limited to, a consumer.

8.9 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity or number of the person, persons, entity or entities may require.

8.10 Amendment. This agreement may not be amended or modified except by a written instrument executed by the parties hereto.

8.11 Applicable Law, Venue, Binding Effect. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action or proceeding arising out of or construing this agreement shall lie in the state courts for Nassau County, Florida, or the United States District Court for the Middle District of Florida, Jacksonville Division. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

8.12 Entire Agreement. This agreement, attachments and the department's contract with the lead agency incorporated herein by reference hereto embody the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous, oral or written, understandings, negotiations or communications on behalf of such parties.

8.13 Waiver. The waiver by either party of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

8.14 Construction. By the execution of this agreement, each party hereto acknowledges and agrees having had the opportunity to review, negotiate and approve all of the provisions of this agreement and the terms hereof, and each of the parties hereto waives the normal rule of construction that any ambiguities in this agreement shall be construed against the party that drafted or proposed such provision.

8.15 Non-Exclusivity. Nothing in this agreement shall be construed to confer upon the subcontractor the exclusive right to provide services to eligible consumers in any geographic area, and FMNC explicitly reserves the right to contract with other organizations or agencies providing similar services in subcontractor's geographic area.

8.16 Survival. The provisions of Sections 2.4, 4.6, 4.7, 5.2, 6.2 and 7.1 shall survive the termination of this agreement.

8.17 Official Payee and Representatives: The official payee to whom payment shall be made is:

First Coast Family Center
2747 Art Museum Drive, Suite 100
Jacksonville, FL 32207

The contact person and street address where financial and administrative records are maintained is:

First Coast Family Center
2747 Art Museum Drive, Suite 100
Jacksonville, FL 32207

The contract manager for FMNC is:

Judith K. Dey, Executive Director
86004 Christian Way
Yulee, FL 32097
(904) 548-4850

The representative of First Coast Family Center responsible for administration of the program under this subcontract is:

Barbara Alexander, Executive Director
First Coast Family Center
2747 Art Museum Drive, Suite 100
Jacksonville, FL 32207

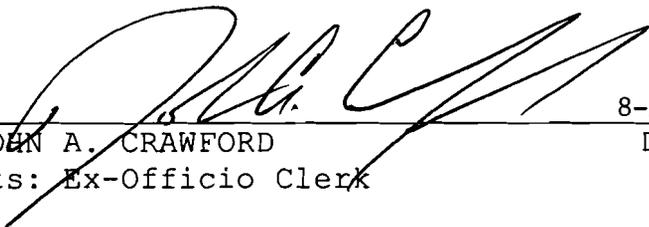
IN WITNESS THEREOF, First Coast Family Center and FMNC have duly executed this sixty-three page agreement effective July 1, 2005 and terminates June 30, 2006.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



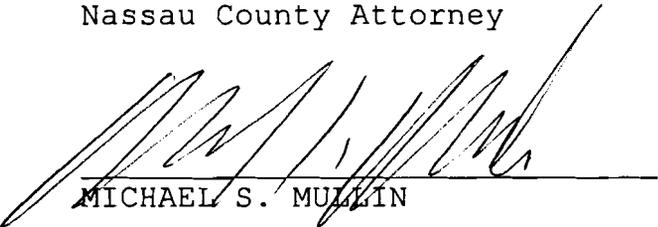
ANSLEY N. ACREE
Its: Chairman
8/22/05
Date

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk
8-22-05
Date

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN
8/22/05
Date

Federal ID No.: 59-3060241
D.B.A., First Coast Family Center
2747 Art Museum Drive, Suite 100
Jacksonville, FL 32207

By: 

Jan Miller, PhD, President of the Board
Exec. Director
Date 8.24.05

ATTACHMENT I**A. Services to be Provided****1. General Description**

a. General Statement – Parent Aide services are provided through this agreement to prevent the occurrence or recurrence of child abuse or neglect by strengthening families. Services are delivered to an individual family in the family home.

b. Authority - Section 20.19(1)(c), F.S., authorizes the department to contract for these services. Section 409.1671(1)(e), F.S., authorizes FMNC to subcontract for services necessary.

c. Scope of Service

(1) These services shall be provided to families in Nassau County.

(2) The length of service is for a period of six months to one year based on each family's needs. A family visit is made at least weekly for the first twelve weeks and bi-weekly thereafter and shall be a minimum of one hour in duration.

d. Major Program Goal - The primary goal of the Parent Aide Program is to replace patterns of abusive behaviors with effective skills in non-violent parenting, strengthen positive and healthy parent-child relationships, and strengthen parents' potential in resolving their difficulties so that children may remain in their homes.

2. Clients to be Served

a. Client Eligibility – The following are guidelines for appropriate referrals:

(1) The "target" child is between the ages of newborn and twelve years old and resides in the home. The family is at risk of abuse or neglect.

(2) The family is at HIGH risk of abuse or neglect, i.e., teenage parents or parents to be, history of family violence in their family of origin.

(3) Failure to thrive infants and their families, when medical evidence indicates that no neurological/physical factors are primary causal factors.

(4) Family has a confirmed report of abuse/neglect as determined by the CPI which is not severe or chronic in nature.

(5) Family has confirmed sexual abuse and the perpetrator has been removed from the home and no longer has private access to the child(ren).

b. Client Determination

(1) Parent Aide clients may be referred from any of the following sources:

(a) Nassau County Child Protective Investigators.

(b) FMNC Staff

(c) Voluntarily referred from community private or public agencies, including, but not limited to, medical, educational, or social service organizations.

(2) When the FM Counselor (in conjunction with the Supervisor) determines that services are appropriate for the family, he or she must contact the Family Center to determine the availability of a slot, or, if there is a waiting list, determine the length of wait before services are available.

(3) Approved referrals will be sent by fax from Family Matters to the Family Center Program Director. A referral is the completed Parent Aide referral form, EXHIBIT A.

(4) FMNC shall have final determination of client eligibility on all referrals.

c. Contract Limits

(1) Parent Aide Program services shall be provided for a period of six to twelve months based on the needs of the family.

(2) Contact with the family will be made in the home on a weekly basis during the first twelve weeks and bi-weekly thereafter with a visit lasting a minimum of one hour.

(3) The Nassau County Board of County Commissioners shall fund up to \$100,000.00, based upon the availability of funds. First Coast Family Center shall provide 25% match or the equivalent of \$33,333.00.

(4) A minimum of 70 children or 30 families will be served with no more than 15% receiving "one time" services, such as, initial assessment and referral to other resources.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The First Coast Family Center will:

(a) Deliver a minimum of one home visit weekly during the first twelve weeks and one home visit bi-weekly for the remainder of services. Each visit shall be for a minimum of one hour.

(b) Make telephone contacts with families and other community agencies as needed.

(c) Refer clients to community agencies based on assessed need for economic or financial assistance, child assessment, screening, or treatment. When services involve Family Matters cases, Family Center will coordinate with the Family Matters counselor.

(d) Develop a Family Plan, EXHIBIT D, during the first two months based on the assessed needs of each family served. The Family Plan must identify service goals and objectives.

(e) Review and update the Family Plan on a quarterly basis, at a minimum.

(f) Participate in multi-disciplinary team meetings to assure adequate coordination of services for families.

(g) Administer the Adult-Adolescent Parenting Inventory-2 test, EXHIBIT G, as a pre-test and toward the completion of the program as a post-test.

(h) Send bi-weekly progress notes to the referring FM Counselor.

(i) Complete an End of Service summary, EXHIBIT E, within two weeks of case closure and send to the referring counselor.

b. Task Limits - Services are delivered in the home of the individual family.

2. Staffing Requirements

a. Staffing Levels - Staff, as described below, shall be hired and retained by First Coast Family Center.

b. Professional Qualifications

(1) Professional Staff

(a) Program Manager – Minimum qualifications for this position are: A master's degree in a human service related field. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

(b) Family Facilitator - Minimum qualifications for this position are: A bachelor's degree from an accredited college or university in social work, psychology or human services related field. Documentation of education, training and required experience shall be maintained in the employees personnel file.

(2) Any exceptions to minimum qualifications must be approved by the contract manager.

(3) All provider personnel providing direct client services must meet Level 2 Employment Screening requirements, as specified in Chapter 435, F.S., Employment Screening. Documentation of Level 2 Employment Screening must be maintained in each employee's personnel file.

(4) Minimum Training Requirements - Staff must successfully complete, within 90 days of hiring, at least 20-hours of intensive pre-service training prior to providing direct services to children or families. Pre-service training shall include, but is not limited to: training on confidentiality; identification of the indicators of child abuse, neglect, and abandonment; mandatory reporting; vehicle safety and safe transporting of clients; and community resources.

(5) FF shall be trained/certified in Dr. Stephen Bavolek's Nurturing Program.

c. Staffing Changes - The Program Director shall notify the contract manager, in writing, of any staff changes or vacancies within five calendar days of the change or vacancy.

d. Subcontractors - Written requests by the provider to further subcontract for the provision of services under this contract will be routed through the contract manager for FMNC approval.

3. Service Location & Equipment

a. Service Delivery Location

(1) Services shall be delivered in the home of the individual family.

(2) This agreement does not require the subcontractor to co-locate with the provider.

b. Service Times

(1) Parent Aide services shall be provided in the home and at times that are convenient for the families served.

(2) The administrative office shall be open from 8 A.M. to 5 P.M. , on Monday through Friday with the exception of subcontractor recognized holidays.

c. Changes in Location - The subcontractor 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 administrative office or service delivery location.

d. Equipment - Sufficient equipment to deliver the agreed upon services will be provided and maintained by the provider.

4. Deliverables

a. Service Units - For the purpose of this agreement, service units for administrative and direct services are paid on a cost reimbursement basis for one calendar month of program services covered under this contract.

b. Records and Documentation

(1) A case file shall be maintained for each family served. The case file must contain, but is not limited to, the following information:

- (a) family demographics
- (b) copy of the referral form that documents eligibility or ineligibility
- (c) copy of the confidentiality form
- (d) copy of the Transportation Authorization
- (e) copy of any releases
- (f) copy of the Client Data form
- (g) copy of the Family Plan and updates
- (h) copy of the Risk Assessment observations
- (i) copy of the Initial Needs Assessment form, EXHIBIT C.
- (j) log of contacts documenting the date, type, and name of person contacted for all telephone, in-person and collateral contacts

- (k) copy of the Referral Feedback form, EXHIBIT B.
 - (l) copy of the End of Service Summary.
- (2) A separate personnel file for each employee or volunteer shall be maintained by the provider. The personnel file shall include, but is not limited to, the following documentation:
- (a) Education, training, and related experience that is used to determine the required minimum qualifications for the position held by the employee or volunteer.
 - (b) Level 2 employment screening results, as specified by Chapter 435, F.S., and
 - (c) A signed copy of the Security Agreement Form, Form CF-114, if applicable.
 - (d) A completed copy of the application for employment and documentation of prior employment reference checks.
 - (e) Pre-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session. Pre-service training must document 20 hours of required training prior to client contact.
 - (f) In-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session. A minimum of 20 hours a year is required.
 - (g) Copies of Continuing Education Units for licensed professional employees who will use Continuing Education Units to meet in-service training requirements, and
- (3) A separate recruitment file for each vacant position shall be maintained by the provider. The purpose of the recruitment file is to document the provider's attempts to fill vacant positions. The recruitment files shall include, but are not limited to, the following information:
- (a) Documentation of advertisement for each position, including the dates the position is advertised.
 - (b) Dates of interviews for the vacant position.
 - (c) Date vacant position is filled.

c. Reports

(1) Reporting Requirements/Instructions

(a) Reports, as appropriate, shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment.

(b) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and shall be approved by the contract manager as such.

(c) FMNC reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract.

(d) FMNC, at its option, may allow additional time for the subcontractor to remedy the objections noted by FMNC, or may, after giving the subcontractor a reasonable opportunity to make a report complete, adequate, or acceptable, declare this agreement to be in default.

(e) Other reports and information that FMNC may require shall be furnished to FMNC by the subcontractor in a timely manner.

5. Performance Specifications**a. Performance Measures**

- (1) 99.5% of children in families who are receiving services from the Parent Aide Program are not subjects of reports with verified or indicated maltreatment during the provision of services.
- (2) 95% of children in families who complete the Parent Aide Program are not subjects of reports with verified or indicated maltreatment within six months of program completion.
- (3) 90% of families who complete Parent Aide services shall achieve a standard score of five or higher in each of the five constructs as measured by the AAPI-2 post-test.
- (4) 80% of families who complete the client satisfaction survey will indicate a satisfaction with services provided.

b. Description of Performance Measurement Terms

- (1) Construct – Theoretical summary of behavior on the AAPI-2.

(2) Indicated Child Maltreatment - Determination made by a child abuse investigator that there is credible evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

(3) Verified Child Maltreatment - Determination by a child abuse investigator that there is a preponderance of evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

(4) Case Closure – The last date that a family receives service.

c. Performance Evaluation Methodology

(1) By execution of this agreement the subcontractor hereby acknowledges and agrees that its performance under the agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the subcontractor fails to meet these standards, FMNC, at its exclusive option, may allow up to six months for the subcontractor to achieve compliance with the standards. If FMNC affords the subcontractor an opportunity to achieve compliance, and the subcontractor fails to achieve compliance within the specified time frame, FMNC has the option to cancel the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of FMNC.

(2) To measure the performance measure outlined in paragraph B.5.a.(1) and B.5.a.(2) of this agreement, the subcontractor will gain access to Home Safe net directly or through a DCF contact, to review a random sample of cases to determine department contacts during the period services were being delivered and six months after completion of the program for closed files sampled.

(3) To measure the performance measure outlined in paragraph B.5.a.(3) of this agreement, the subcontractor shall administer the Adult-Adolescent Parenting Inventory-2 as a pre- and post-test.

(a) When completed, the tests (either pre- or post-test) and demographic information sheets, will be submitted for scoring to an approved Bavolek trained scorer.

(b) The subcontractor shall maintain copies of all pre- and post-tests and scores in the individual family case file.

(4) The program manager will track and monitor all performance outcomes.

6. Subcontractor Responsibilities

a. Subcontractor Unique Activities

(1) It is the responsibility of the subcontractor to:

(a) Comply with all rules, regulations, and statutes that apply to confidentiality of clients served and prevent the release of any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the subcontractor. The subcontractor hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.

(b) Develop knowledge of and relationships with other appropriate community resources and programs to provide necessary services for the families served.

(c) Ensure the provision and documentation of pre-service and in-service training for professional staff.

(d) Administer the Client Satisfaction Survey in accordance with paragraph b.5.a.(3).

(e) Provide all required training.

(f) Ensure all subcontractor personnel providing direct client services must meet Level 2 Employment Screening requirements, as specified in Chapter 435, F.S., Employment Screening. Documentation of Level 2 Employment Screening must be maintained in each employee's personnel file. Fees charged for employee background checks shall be the subcontractor's responsibility.

(g) Maintain the original signed copy of the Security Agreement Form, CF-114, in the subcontractor's personnel files.

b. Coordination with Other Providers/Entities

(1) Based on assessed need, in conjunction with Family Matters the subcontractor shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.

(2) The failure of other subcontractors or entities does not alleviate the subcontractor from any accountability for tasks or services that the subcontractor is obligated to perform pursuant to this agreement.

7. FMNC Responsibilities**a. FMNC Obligations**

- (1) Will complete a Parent Aide Referral Form for each family referred to the program.
- (2) Ensure that families referred to the program meet established eligibility criteria.
- (3) Provide a written assessment of the family's assets, problems and specific service needs.
- (4) Will make technical assistance available.
- (5) Ensure that the program is fully and appropriately utilized in accordance with the terms of this agreement.
- (6) Will complete and provide a written referral form by the Counselor to the subcontractor within forty-eight hours of the referral.
- (7) Will make alternative arrangements to ensure the safety and well-being of a child(ren).
- (8) Will monitor performance measure compliance.
- (9) Agrees to provide a copy of the Child Safety Assessment or the Initial Child Safety Assessment, as requested.

b. FMNC Determinations

- (1) Final authority in all disputes related to this agreement rests solely with FMNC. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.
- (2) FMNC reserves the exclusive right to make certain determinations. The absence of FMNC setting forth a specific reservation of right does not mean that all other areas of the agreement are subject to mutual agreement.
- (3) FMNC reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by FMNC and their subcontractors.
- (4) FMNC reserves the right to determine satisfactory performance of the subcontractor in carrying out tasks and completing deliverables specified in this agreement through review of status reports on deliverables and reports on service tasks to be submitted by the subcontractor and programmatic monitoring conducted by FMNC.

(5) Final decisions with regard to appropriateness of referrals shall rest solely with FMNC. Decisions to remove a child from the home shall rest solely with FMNC; however, input from the subcontractor is encouraged

c. Monitoring Requirements -The subcontractor will be monitored in accordance with existing departmental procedures (CFOP 75-8), Contract Monitoring.

8. Method of Payment

a. Payment Clause

(1) This is a cost reimbursement agreement. FMNC shall reimburse the subcontractor for allowable expenditures incurred pursuant to the terms of the agreement for a total dollar amount not to exceed \$100,000.00 subject to the availability of funds.

(2) The subcontractor shall request reimbursement on a monthly basis through submission of a properly completed invoice, Exhibit H, within 10 calendar days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The invoice and the documentation must be submitted to the contract manager and should be received by Family Matters no later than 10 days after the close of the previous month.

(3) Payment may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified in the approved line item budget, EXHIBIT I, or in the approved revised line item budget.

(4) Budget Changes - The subcontractor must submit to FMNC a notification of budget change along with the revised budget document reflecting changes between categories within 30 days after a change is implemented. Such changes between categories may be allowed if the following conditions are met:

- (a) There is no change in the scope or objectives of the agreement;
- (b) The change does not increase or decrease the original dollar amount of the total budget;
- (c) There is another category in the budget from which funds can be shifted;
- (d) The change does not involve establishing a new category or totally eliminating a category;
- (e) The change does not involve shifting more than 10% of the funds from any single category.

Budget changes which do not meet the above conditions will require a properly executed agreement amendment signed by the subcontractor and FMNC on or before the effective date for implementation of the specific change.

(5) Supporting Documentation Requirements - Documentation of all expenses incurred under a cost reimbursement agreement must accompany the properly completed invoice. Documentation includes, but is not limited to, the following:

(a) Professional Services Fees on a Time/Rate Basis: The invoice must include a general statement of the services being provided. The time period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. When an employee of the subcontractor is not working 100 % of his time on the agreement, payroll registers, timesheets, or a time-log detailing the hours represented on the invoice is required and must be submitted as backup documentation. The Finance Office reserves the right to require further documentation on an as needed basis.

(b) 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.

(c) Expenses: Receipts are required for all expenses incurred, (i.e., office supplies, printing, long distance telephone calls, etc.).

(d) Direct Client Services Expenses: Reimbursement of costs for direct client services, including medical expenses, housing assistance, utility expenses, food and clothing must be supported by documentation. Any expense not considered vital to the child remaining in the home shall be pre-approved by the FMNC contract manager prior to assistance being provided.

(e) Travel: For all travel expenses, a department travel voucher, Form DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), FS, requires that bills for any travel expense shall be submitted in accordance with section 112.061, FS, 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.

Conference Travel. Conference travel reimbursement requests must also include an Authorization to Incur Travel Expenses (Form DBF-AA-13) or a state approved equivalent, and a copy of the agenda. Benefits

to the state must be documented on the form DBF-AA-13 for payment to be reimbursed.

Prior approval must be obtained from the contract manager for out-of-state travel and all conference related expenses on the Form DBF-AA-13 or the state approved equivalent.

(6) Service Delivery Documentation. The subcontractor must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting services provision is available.

(7) Required Match. To receive Federal Promoting Safe and Stable Families (PSSF) grant dollars, the subcontractor is responsible for a minimum local community match equal to 25% percent of the funds expended for the program. The subcontractor 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 subcontractor must document the receipt and expenditure of the required match. The match report must be submitted to Family Matters no later than 20 days after the close of the month.

9. Special Provisions

a. Competitive Bidding/Related Party Transactions - In the purchase or procurement of all supplies and services relative to this agreement (including the lease of space for use in the performance of this agreement), the subcontractor 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.

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

(2) Further, regardless of the source of funding, the subcontractor 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 subcontractor recognizes that the above cost principles or Circular provide guidelines relative to competitive bidding and related party transactions.

b. Nonexpendable Property - Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition value or cost of \$1,000 or more per unit and an expected

useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. All computers, including all desktop and laptop computers, regardless of the acquisition cost or value are classified as nonexpendable property. Motor vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

(1) If any property is purchased by the subcontractor with funds provided by this agreement, the subcontractor shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to FMNC along with the expenditure report for the period in which it was purchased. At least annually the subcontractor shall submit a complete inventory of all such property to FMNC whether new purchases have been made or not.

(2) The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; information needed to calculate the federal and/or state share of its cost.

(3) The subcontractor shall furnish a closeout inventory no later than 30 days before the completion or termination of this agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the subcontractor. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

(4) The subcontractor hereby agrees that all inventories required by this agreement shall be updated and accurate to the date of inventory certification. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the subcontractor and FMNC and shall be used in place of the original acquisition cost.

(5) Title (ownership) to all property purchased by the subcontractor pursuant to this agreement shall be vested in FMNC upon completion or termination of this agreement. During the term of this agreement, the subcontractor is responsible for insuring all property purchased by or transferred to the subcontractor pursuant to this agreement. Upon transfer to FMNC, all property must be in good working order. The subcontractor

hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title. The subcontractor shall be responsible for repaying to FMNC the replacement cost of any property inventoried and not transferred to FMNC upon completion or termination of this agreement.

(6) If the subcontractor replaces or disposes of property purchased by the subcontractor pursuant to this agreement, the subcontractor is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the subcontractor's annual inventory.

(7) The subcontractor hereby agrees to indemnify FMNC against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the subcontractor pursuant to this agreement.

(8) A formal agreement amendment is required prior to the purchase of any property item not specifically listed in the approved agreement budget.

c. Renegotiation_- It is understood and agreed by the parties that the parties' intent to contract for an amount based upon an anticipated amount of money that will be allocated for this agreement. The interim payment amount set forth in this agreement is based upon FMNC's (current fiscal year) budget. In the event that additional monies are available to increase the amount of this contract, FMNC and the subcontractor mutually agree to renegotiate and amend the agreement to increase the amount of the agreement. In the event that less monies are available than anticipated in this agreement, the modification and renegotiation paragraph of the Standard Contract will govern.

d. Facility Standards - The subcontractor agrees that any facility used in the provision of services pursuant to the agreement shall comply with state and local fire and health codes, Americans with Disabilities Act (ADA) standards, and all other codes that would apply if space so utilized were owned or leased by the state.

e. Transportation of Clients - Subcontractors who transport clients on a routine or emergency basis shall have written transportation Policies and Procedures addressing the following:

- (1) Safety of vehicle
- (2) Safety of clients including the use of escorts or attendants, child safety seats, seat belts and restraints when necessary
- (3) Drug testing of drivers and attendants as outlined in Florida Administrative Rule 41.2 for Transportation Service
- (4) Provision addressing employee training on transportation safety procedures and First Aid.

f. Subcontractor Emergency Preparedness Plan - The subcontractor shall develop an emergency preparedness plan. This plan shall include specifications concerning pre-emergency activation, record protection, alternative accommodations, supplies, transportation to and from those alternative accommodations, damage assessment of facilities and eventual return to the facilities following an emergency event. The plan must contain sufficient provisions within to assure the safety and well being of the clients served. This plan must be submitted for approval to both the County Office of Emergency Management and to FMNC's contract manager within 45 days of agreement execution. Technical assistance from the Department's District Emergency Coordinator is available upon request from the contract manager.

Exhibits

- Exhibit A.,** Referral Form
- Exhibit B.,** Referral Feedback and Update Form
- Exhibit C.,** Initial Needs Assessment
- Exhibit D.,** Family Plan
- Exhibit E.,** End of Service Summary
- Exhibit F.,** Parent Satisfaction Survey
- Exhibit G.,** AAPI-2 Form
- Exhibit H.,** Invoice Form
- Exhibit I.,** Line Item Budget

ATTACHMENT II Information System

The Subcontractor is obligated to ensure compliance with the following policy, rules and conditions regarding the information system. Violations of this policy may result in corrective action, up to and including termination of this Agreement.

All information about children and families receiving services from FMNC or an agency contracted by FMNC is confidential. No information may be shared with any person or organization outside FMNC or an agency contracted by FMNC without the prior written permission of the family and FMNC. Agencies contracted by FMNC should strive to protect the privacy of children and families in the program, and should view or print confidential information only when it is necessary to do so to better serve the family.

The computer and network resources and services of FMNC may not be used for the transmission or storage of commercial advertisements, solicitations, promotions, destructive programs, political material, or any other unauthorized purpose.

The Subcontractor shall comply with all applicable laws and procedures related to the security and confidentiality including Chapter 815, Florida Statutes, and the FMNC operating procedures and regulations HRSOP 175-26, CFOP 50-6 and HRSR 50-2.

FMNC shall not be liable to the Subcontractor for a failure of any FMNC systems. The Subcontractor's loss or diminution of access to FMNC systems for any reason shall not excuse the Subcontractor from its obligations under this Agreement.

The policy set forth in this Attachment II may be amended or revised periodically by FMNC as the need arises.

****All referrals need to include a completed TANF form****



****All referrals need to include a completed TANF form****

PARENT AIDE REFERRAL FORM

Family Information

Date of Referral _____

Adults:

Mr./Mrs./Ms				
	<i>(First)</i>	<i>(Middle)</i>	<i>(Last)</i>	<i>(Relationship to child)</i>
				<i>D.O.B.</i>
Mr./Mrs./Ms	<i>(First)</i>	<i>(Middle)</i>	<i>(Last)</i>	<i>(Relationship to child)</i>
				<i>D.O.B.</i>
				<i>Social Security No.</i>

Children:

<u>Name (First, Middle, Last)</u>	<u>D.O.B.</u>	<u>Sex</u>	<u>Race</u>	<u>Social Sec. No.</u>	<u>Name of School</u>
1) _____					
2) _____					
3) _____					
4) _____					
5) _____					
6) _____					

Address: _____
(Street) *(Apartment or Unit Number)*

(City) *(State)* *(Zip Code)* *(Home Phone)* *(Work Phone)*

Reason for Referral: _____

Referred By: _____ **Phone:** _____

Agency: _____ **Unit Number:** _____

E-mail: _____

Family Matters
 86004 Christian Way
 Yulee, FL 32097
 (904) 548-4850
 (904) 225-5908 Fax

Referral Feedback And Update Form

TO: (Referral Source)

RE: (Family/Client)

STATUS OF FAMILY

_____ Referral received

_____ Family assigned: Family Facilitator: _____
Date: _____

_____ Case opened: Date: _____

_____ Family not opened (see comments below)

_____ Family placed on waiting list for services

_____ Family successfully completed program: Date: _____

_____ Services terminated (see comments below): Date: _____

Comments/Updates in relation to family and/or established goals:

Recommendation to referring agency:

Staff Signature

Date

FIRST COAST FAMILY CENTER

INITIAL NEEDS ASSESSMENT

FAMILY NAME:

CASE ID:

DATE REFERRED:

DATE OPENED:

EVALUATOR NAME:

	NAME	D.O.B	AGE	SSN #
ADULT 1				
ADULT 2				
CHILD 1				
CHILD 2				
CHILD 3				
CHILD 4				
CHILD 5				
CHILD 6				

ADDRESS:

REASON FOR REFERRAL:

ABUSE DYNAMICS:

PREGNANCY:

BONDING:

CHILD AS EXTENSION OF SELF:

PARENTING:

MARRIAGE:

APPEARANCE AND AFFECT:

VIOLENT PEDIGREE:

FIRST COAST FAMILY CENTER

FINANCIAL:

HOUSING:

MEDICAL:

DISCIPLINE:

DYNAMICS PRESENT:

IMPRESSIONS:

GOALS:

RECOMMENDATIONS:

FAMILY FACILITATOR

DATE

First Coast Family Center

INA

MOTHER'S NAME _____ DOB _____

RACE _____ LAST YEAR OF SCHOOL COMPLETED _____

FATHER'S NAME _____ DOB _____

RACE _____ LAST YEAR OF SCHOOL COMPLETED _____

CHILDREN'S NAMES:

_____ DOB _____

_____ DOB _____

_____ DOB _____

_____ DOB _____

In Case of Emergency, Contact _____

_____ Relationship _____

INTRODUCTION

1. Make statement of confidentiality/obligation to report child abuse/neglect.
2. Explain purpose of Center
 - voluntary program/parent must want to participate
 - all services free of charge
 - in-home services
 - parenting classes
3. Explain the role of the staff
 - case management
 - advocacy
 - referrals

- volunteer supervision
 - establishment of goals
4. Explain the role of the volunteer
 - weekly visits
 - role modeling
 - friendship
 - assist in case management
 5. Questions? Does parent wish to continue with interview?

CHILDREN'S INFORMATION:

1. Briefly describe child(ren)'s personality.
2. Describe relationship with child(ren).
3. How do you handle discipline problems?
 - 3a. Is this effective?
4. How does your child do in school?
5. How does your child get along with family members?
 - 5a. Peer group?

6. Does your child have any medical problems?

7. Any problems during pregnancy?
 - 7a. Did you receive Pre-natal care?
 - 7b. Birth?
 - 7c. Full term?
 - 7d. Early childhood?
 - 7e. Has your child ever had any life threatening illnesses?

8. Has your child ever been involved in counseling?
 - 8a. With whom?
 - 8b. Placed in residential setting?
 - 8c. Length of stay?

9. Has your child ever been involved with the legal authorities?

10. What do you do with your child(ren) for fun?

11. What does your child do that you like?

12. What does your child do that you do not like?

13. When did your child(ren) last see a doctor?

- 13a. Dentist?

14. What do you see as your child(ren)'s needs now?

MOTHER'S HISTORY:

1. Where did you grow up?

2. Were your parents together when you were growing up?

3. Who did you live with while you were growing up?

4. Do you have any siblings?

4a. Where do you fall in the birth order?

5. How were you disciplined?

6. Who did most of the disciplining?

7. Where there any major family problems?

7a. Alcoholism?

7b. Drug Abuse?

7c. Physical, sexual, emotional abuse?

7d. Arrests?

7e. Emotional illness?

FATHER'S HISTORY:

1. Where did you grow up?

2. Were your parents together when you were growing up?

3. Who did you live with while you were growing up?

4. Do you have any siblings?

- 4a. Where do you fall in the birth order?

5. How were you disciplined?

6. Who did most of the disciplining?

7. Were there any major family problems?

7a. Alcoholism?

7b. Drug Abuse?

7c. Physical, sexual, emotional abuse?

7d. Arrests?

7e. Emotional Illness?

MARITAL HISTORY:

1. Currently married/separated/divorced?

1a. Number of marriages/live-in relationships?

1b. Length of relationships?

IF MARRIED/LIVING TOGETHER:

1. How long have you been married/living together?

2. Describe relationship.

3. Describe spouse/partner.
4. Does family spend time together?
5. Discipline (who, how).
6. Major family problems?
7. Alcoholism, physical, sexual, emotional abuse?
8. Criminal activity?
- 8a. Physical handicaps?
9. Other conflict/discord?

IF SEPARATED/DIVORCED:

1. Prior to separation: Did family spend time together?

2. Discipline (who, how)?

3. Major family problems?

4. Alcoholism, physical, sexual, emotional abuse?

5. Criminal activity?

- 5a. Physical handicap?

6. Other conflict/discord?

7. Circumstances regarding death, divorce, separation.

8. Child's relationship to absent parent prior to separation?

8a. Any contact now?

8b. Child's reaction to absence of parent?

8c. How is absence explained by child?

8d. Does absent parent have visitation rights?

8e. Does absent parent provide financial support?

CURRENT LIVING SITUATION:

1. Is parent currently employed?

2. Going to school?

3. Does parent anticipate change in living situation in the near future?

4. Does parent have any health problems?

4a. Have you ever had a life threatening illness?

5. Does parent have a social life apart from child?

6. Are you close to your family?

6a. Where do they live?

7. Do you have close friends?

8. What types of things do you do with them?

DO YOU RECEIVE:

AFDC _____ SSI _____ MEDICAID _____ FOODSTAMPS _____

SUBSIDIZED HOUSING _____ WIC _____ CHILD SUPPORT _____

OTHER

1. What are your needs now?
2. How can a Parent Aide help?

ASSESSMENT:

1. Describe parent's appearance, how dressed, height, weight, etc.
2. Describe the neighborhood and home. Maintenance inside and outside, number of bedrooms, adequate furnishings, evidence of toys, etc.
3. What image of themselves did they project? Include worker's perception.
4. What is their attitude toward others and their world about them? Are they caring, hostile, open, defensive?
5. What level of maturity and stability do you see? Describe. How is it evidenced?

6. How does parent display interest and motivation for participating in a PA relationship? Would they be cooperative? How is this evidenced?
7. Describe communication abilities, eye contact.
8. Describe affect/feeling level.

RECOMMENDATIONS:

1. Recommendation for services. Be specific. Note any collateral contacts.
2. What type of volunteer should be matched with this family?
Age? Race? Strengths?
Interests? Experiences?
Other?
3. Other:

If this family is not appropriate for Center services at this time, should they be reconsidered at a future date? Under what circumstances?

If this family is appropriate for Center services, are there any areas of concern or conditions which must be met for full Center services to be provided?

First Coast Family Center FAMILY PLAN

FAMILY NAME: _____ CASE NUMBER: _____

CASE OPENED: _____ FAMILY FACILTATOR: _____

VOLUNTEER PARENT AIDE: _____

GOAL #

DATE	ACTIVITY	DATE COMPLETED	SUCCESS CODE	INITIALS

Family Facilitator

Date

Client Signature

Date

<p>FIRST COAST FAMILY CENTER PARENT SATISFACTION SURVEY</p>
--

1. What goals have you and your Family Facilitator been working on for yourself and your family? *(Circle all that apply)*

- a) Help with transportation
- b) Help with further education for myself
- c) Help me to keep or obtain employment
- d) Help me obtain furniture, furnishings, household goods and/or housing
- e) Improve self esteem
- f) Help obtain medical resources
- g) Improve my parenting skills
- h) Learn/use other means of discipline, instead of corporal punishment
- i) Improve household and financial management
- j) Improve my problem solving ability
- k) Help with obtaining support from friends, family and support groups
- l) Help with connecting with community resources
- m) Resolve family crisis (please list) _____
- n) Other _____

2. In what ways have you changed in dealing with your children after completing our program? *(Circle all that apply)*

- a) Communication with my children has improved
- b) My anger has decreased
- c) Understanding of my child's development has improved
- d) Use of alternative means of discipline has improved
- e) I am more patient
- f) I am better able to speak about my family and our needs
- g) Other _____

3. How do you discipline your children now? *(Circle one "x" for each item)*

	<u>Always</u>	<u>Often</u>	<u>Seldom</u>	<u>Never</u>
a) Take away privileges	X	X	X	X
b) Time-out	X	X	X	X
c) Spanking	X	X	X	X
d) Yelling	X	X	X	X
e) Threatening	X	X	X	X
f) Talking	X	X	X	X
g) Limit Setting	X	X	X	X
h) Reward for good behavior	X	X	X	X

4. What were the most beneficial services our program provided for you and your family?

5. What did you like least about this program?

6. What did you like BEST and LEAST about your Family Facilitator?

7. Would you recommend this program to someone else? Yes/No

8. Did you feel your Family Facilitator was supportive, helpful, and encouraging?

Yes/No

9. How would you rate your Family Facilitator on a scale from 1 to 10?

Poor 1 2 3 4 5 6 7 8 9 10 Excellent

10. Please give us your comments and suggestions and tell us how we can improve this program

Name: _____ Date: _____

Adult-Adolescent Parenting Inventory

AAPI - 2

Form A

Stephen J. Bavolek, Ph.D. and Richard G. Keene, Ph.D.

EXH-6

Name _____ Date _____

ID# _____ State/City _____

Sex (circle one) Male Female Age _____ years

Race (circle one) White Black Asian Hispanic Native American Pacific Islander Other _____

INSTRUCTIONS: There are 40 statements in this booklet. They are statements about parenting and raising children. You decide the degree to which you agree or disagree with each statement by circling one of the responses.

STRONGLY AGREE — Circle SA if you strongly support the statement, or feel the statement is true most or all the time.

AGREE — Circle A if you support the statement, or feel this statement is true some of the time.

STRONGLY DISAGREE — Circle SD if you feel strongly against the statement or feel the statement is not true.

DISAGREE — Circle D if you feel you cannot support the statement or that the statement is not true some of the time.

UNCERTAIN — Circle U only when it is impossible to decide on one of the other choices.

When you are told to turn the page, begin with Number 1 and go on until you finish all the statements. In answering them, please keep these four points in mind:

1. Respond to the statements truthfully. There is no advantage in giving an untrue response because you think it is the right thing to say. There really is no right or wrong answer — only your opinion.
2. Respond to the statements as quickly as you can. Give the first natural response that comes to mind.
3. Circle only one response for each statement.
4. Although some statements may seem much like others, no two statements are exactly alike. Make sure you respond to every statement.

If there is anything you don't understand, please ask your questions now. If you come across a word you don't know while responding to a statement, ask the examiner for help.

When you finish, please feel free to write any comments you have on the back page.

Turn the Page and Begin

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(800)688-5822 • www.nurturingparenting.com • fdr@nurturingparenting.com (email)

Form A	Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
1. Children should keep their feelings to themselves.	SA	A	U	D	SD
2. Children should do what they're told to do, when they're told to do it. It's that simple.	SA	A	U	D	SD
3. Parents should be able to confide in their children.	SA	A	U	D	SD
4. Children need to be allowed freedom to explore their world in safety.	SA	A	U	D	SD
5. Spanking teaches children right from wrong.	SA	A	U	D	SD
6. The sooner children learn to feed and dress themselves and use the toilet, the better off they will be as adults.	SA	A	U	D	SD
7. Children who are one year old should be able to stay away from things that could harm them.	SA	A	U	D	SD
8. Children should be potty trained when they are ready and not before.	SA	A	U	D	SD
9. A certain amount of fear is necessary for children to respect their parents.	SA	A	U	D	SD
10. Good children always obey their parents.	SA	A	U	D	SD
11. Children should know what their parents need without being told.	SA	A	U	D	SD
12. Children should be taught to obey their parents at all times.	SA	A	U	D	SD
13. Children should be aware of ways to comfort their parents after a hard days work.	SA	A	U	D	SD
14. Parents who nurture themselves make better parents.	SA	A	U	D	SD
15. It's OK to spank as a last resort.	SA	A	U	D	SD
16. "Because I said so!" is the only reason parents need to give.	SA	A	U	D	SD
17. Parents need to push their children to do better.	SA	A	U	D	SD
18. Time-out is an effective way to discipline children.	SA	A	U	D	SD
19. Children have a responsibility to please their parents.	SA	A	U	D	SD

Please go to next page.

5

	Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
--	----------------	-------	-----------	----------	-------------------

20. There is nothing worse than a strong-willed two year old.	SA	A	U	D	SD
21. Children learn respect through strict discipline.	SA	A	U	D	SD
22. Children who feel secure often grow up expecting too much.	SA	A	U	D	SD
23. Sometimes spanking is the only thing that will work.	SA	A	U	D	SD
24. Children can learn good discipline without being spanked.	SA	A	U	D	SD
25. A good spanking lets children know parents mean business.	SA	A	U	D	SD
26. Spanking teaches children it's alright to hit others.	SA	A	U	D	SD
27. Children should be responsible for the well-being of their parents.	SA	A	U	D	SD
28. Strict discipline is the best way to raise children.	SA	A	U	D	SD
29. Children should be their parents' best friend.	SA	A	U	D	SD
30. Children who receive praise will think too much of themselves.	SA	A	U	D	SD
31. Children need discipline, not spanking.	SA	A	U	D	SD
Hitting a child out of love is different than hitting a child out of anger.	SA	A	U	D	SD
33. In father's absence, the son needs to become the man of the house.	SA	A	U	D	SD
34. Strong-willed children must be taught to mind their parents.	SA	A	U	D	SD
35. A good child will comfort both parents after they have argued.	SA	A	U	D	SD
36. Parents who encourage their children to talk to them only end up listening to complaints.	SA	A	U	D	SD
37. A good spanking never hurt anyone.	SA	A	U	D	SD
38. Babies need to learn how to be considerate of the needs of their mother.	SA	A	U	D	SD
39. Letting a child sleep in the parent's bed every now and then is a bad idea.	SA	A	U	D	SD
40. A good child sleeps through the night.	SA	A	U	D	SD

Adult-Adolescent Parenting Inventory

AAPI - 2

Form B

Stephen J. Bavolek, Ph.D. and Richard G. Keene, Ph.D.

G

Name _____ Date _____

ID# _____ State/City _____

Sex (circle one) Male Female Age _____ years

Race (circle one) White Black Asian Hispanic Native American Pacific Islander Other _____

INSTRUCTIONS: There are 40 statements in this booklet. They are statements about parenting and raising children. You decide the degree to which you agree or disagree with each statement by circling one of the responses.

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AGREE — Circle A if you support the statement, or feel this statement is true some of the time.

STRONGLY DISAGREE — Circle SD if you feel strongly against the statement or feel the statement is not true.

DISAGREE — Circle D if you feel you cannot support the statement or that the statement is not true some of the time.

UNCERTAIN — Circle U only when it is impossible to decide on one of the other choices.

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2. Respond to the statements as quickly as you can. Give the first natural response that comes to mind.
3. Circle only one response for each statement.
4. Although some statements may seem much like others, no two statements are exactly alike. Make sure you respond to every statement.

If there is anything you don't understand, please ask your questions now. If you come across a word you don't know while responding to a statement, ask the examiner for help.

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Turn the Page and Begin

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AATB-2

Form B

	Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
1. Children who express their opinions usually make things worse.	SA	A	U	D	SD
2. The problem with kids today is that parents give them too much freedom.	SA	A	U	D	SD
3. Children should offer comfort when their parents are sad.	SA	A	U	D	SD
4. Children who learn to recognize feelings in others are more successful in life.	SA	A	U	D	SD
5. Spanking children when they misbehave teaches them how to behave.	SA	A	U	D	SD
6. Children who bite others need to be bitten to teach them what it feels like.	SA	A	U	D	SD
7. Children need to be potty trained as soon as they are two years old.	SA	A	U	D	SD
8. Parents who are sensitive to their children's feelings and moods often spoil them.	SA	A	U	D	SD
9. Crying is a sign of weakness in boys.	SA	A	U	D	SD
10. Children should be obedient to authority figures.	SA	A	U	D	SD
11. You cannot teach children respect by spanking them.	SA	A	U	D	SD
12. Children learn violence from their parents.	SA	A	U	D	SD
13. Parents' needs are more important than children's needs.	SA	A	U	D	SD
14. Praising children is a good way to build their self-esteem.	SA	A	U	D	SD
15. Children nowadays have it too easy.	SA	A	U	D	SD
16. Children should be the main source of comfort for their parents.	SA	A	U	D	SD
17. Parents expectations of their children should be high but appropriate.	SA	A	U	D	SD
18. Children who are spanked usually feel resentful towards their parents.	SA	A	U	D	SD
19. Strong-willed toddlers need to be spanked to get them to behave.	SA	A	U	D	SD

Please go to next page.



	Strongly Agree	Agree	Uncertain	Disagree	Strongly Disagree
20. Children should be seen and not heard.	SA	A	U	D	SD
21. Parents who encourage their children to talk to them only end up listening to complaints.	SA	A	U	D	SD
22. Give children an inch and they'll take a mile.	SA	A	U	D	SD
23. Parents spoil babies by picking them up when they cry.	SA	A	U	D	SD
24. Children should be considerate of their parents' needs.	SA	A	U	D	SD
25. In father's absence, the son needs to become the man of the house.	SA	A	U	D	SD
26. Consequences are necessary for family rules to have meaning.	SA	A	U	D	SD
27. Children should be taught to obey their parents at all times.	SA	A	U	D	SD
28. Mild spankings can begin between 15 to 18 months of age.	SA	A	U	D	SD
29. If a child is old enough to defy a parent, then he or she is old enough to be spanked.	SA	A	U	D	SD
30. The less children know, the better off they are.	SA	A	U	D	SD
31. Two year old children make a terrible mess of everything.	SA	A	U	D	SD
32. If you love your children, you will spank them when they misbehave.	SA	A	U	D	SD
33. Parents should expect more from boys than girls.	SA	A	U	D	SD
34. Older children should be responsible for the care of their younger brothers and sisters.	SA	A	U	D	SD
35. Rewarding children's appropriate behavior is a good form of discipline.	SA	A	U	D	SD
36. Never hit a child.	SA	A	U	D	SD
37. Children who are spanked behave better than children who are not spanked.	SA	A	U	D	SD
38. Children should know when their parents are tired.	SA	A	U	D	SD
39. Good children always obey their parents.	SA	A	U	D	SD
40. Children cry just to get attention.	SA	A	U	D	SD



First Coast Family Center
 2747 Art Museum Drive
 Suite 100
 Jacksonville, FL 32207

Invoice

Date	Invoice #
1/5/2005	18

Bill To

*Exhibit H
 Sample*

P.O. No.	Terms	Project
		Clay County School ...

Quantity	Description	Rate	Amount
	Monthly billing for (2) full time Parent Aide, including salaries, benefits and expenses.	0.00	0.00
		Total	\$0.00

2:01 PM

01/06/05

Accrual Basis

First Coast Family Center Transaction Detail By Account December 2004

Type	Date	Num	Name	Memo	Amount
9920 - Compensation					
7000 - Payroll Expenses					
7001 - Gross Wages					
Paycheck	12/15/2004	510012	Roberts, Betty D.		753.76
Paycheck	12/31/2004	530013	Roberts, Betty D.		753.76
General Journal	12/31/2004		Bankston, Clyde L.	reclass wages of \$460.00	460.00
Total 7001 - Gross Wages					1,967.52
Total 7000 - Payroll Expenses					1,967.52
7100 - Benefits					
7102 - Life Insurance					
Check	12/16/2004	6672	GE Financial		2.51
Total 7102 - Life Insurance					2.51
7103 - Worker's Comp					
General Journal	12/29/2004			record work comp for the period	22.92
Total 7103 - Worker's Comp					22.92
7104 - Dental Insurance					
Check	12/16/2004	6672	GE Financial		12.90
Total 7104 - Dental Insurance					12.90
Total 7100 - Benefits					38.33
7200 - Payroll Taxes					
7201 - FICA					
Paycheck	12/15/2004	510012	Roberts, Betty D.		46.73
Paycheck	12/31/2004	530013	Roberts, Betty D.		46.73
Total 7201 - FICA					93.46
7203 - Medicare					
Paycheck	12/15/2004	510012	Roberts, Betty D.		10.93
Paycheck	12/31/2004	530013	Roberts, Betty D.		10.93
Total 7203 - Medicare					21.86
7204 - SUIFL					
Paycheck	12/15/2004	510012	Roberts, Betty D.		0.00
Paycheck	12/31/2004	530013	Roberts, Betty D.		0.00
Total 7204 - SUIFL					0.00
Total 7200 - Payroll Taxes					115.32
Total 9920 - Compensation					2,121.17
9930 - Client Services					
8927 - Program Supplies					
Check	12/17/2004	6708	Bank of America/All Dept.		23.06

Exh. #

Sample

2:01 PM
 01/06/05
 Accrual Basis

First Coast Family Center Transaction Detail By Account December 2004

Type	Date	Num	Name	Memo	Amount
Total 8927 - Program Supplies					23.06
Total 9930 - Client Services					23.06
9935 - Office Expense					
8100 - Supplies					
Check	12/17/2004	6708	Bank of America/All Dept.		44.51
Total 8100 - Supplies					44.51
8300 - Postage and Shipping					
Check	12/17/2004	6708	Bank of America/All Dept.		3.33
Check	12/17/2004	6708	Bank of America/All Dept.		3.60
Total 8300 - Postage and Shipping					6.93
8500 - Printing, Pubs & Resource Mtrls					
Check	12/17/2004	6708	Bank of America/All Dept.		21.51
Total 8500 - Printing, Pubs & Resource Mtrls					21.51
Total 9935 - Office Expense					72.95
9940 - Travel/Meetings Totals					
8700 - Staff Travel					
Check	12/31/2004	6760 ^{no}	Roberts, Betty D.		97.15
Total 8700 - Staff Travel					97.15
Total 9940 - Travel/Meetings Totals					97.15
9950 - Occupancy					
8200 - Rent/Lease					
Check	12/1/2004	6499	Guy Inc., Don		500.00
Total 8200 - Rent/Lease					500.00
8250 - Security					
General Journal	12/15/2004	ck# 6003	Secureone Protection Services, Inc.	reclass to correct program	8.09
Total 8250 - Security					8.09
8400 - Telephone/Pagers					
8410 - Office Phones					
Check	12/31/2004	6802	BellSouth/904-272-5040		91.82
Total 8410 - Office Phones					91.82
8430 - Mobile phones					
Check	12/31/2004	6785 ^{ok}	T-Mobile-Clay		11.72
Total 8430 - Mobile phones					11.72
Total 8400 - Telephone/Pagers					103.54
8401 - Utilities/Maint					

Sample

#

FIRST COAST FAMILY CENTER

Proposed Budget, 12 months, two FTE	1 yr	7/1/05 - 9/30/05 3 mo	10/1/05 - 6/30/06 9 mo
Family Facilitators (2 FTE)	\$ 54,000.00	\$ 13,500.00	\$ 40,500.00
Parent Aide Program Director @ 10%	\$ 4,000.00	\$ 1,000.00	\$ 3,000.00
SS @ 6.2 %	\$ 3,596.00	\$ 899.00	\$ 2,697.00
Med. @ 1.45 %	\$ 110.00	\$ 27.50	\$ 82.50
Unemp. @ .0533 on first \$7,000	\$ 746.00	\$ 186.50	\$ 559.50
Worker's Comp. @ 2.00/100	\$ 1,160.00	\$ 290.00	\$ 870.00
Health @ 400/mo x 2	\$ 9,600.00	\$ 2,400.00	\$ 7,200.00
Other	\$ 200.00	\$ 50.00	\$ 150.00
Sub-Total Salaries and Comp.	\$ 73,412.00	\$ 18,353.00	\$ 55,059.00
Cell Phones (2 @ 50/mo x 12 mo's)	\$ 1,200.00	\$ 300.00	\$ 900.00
Local Travel (2,550 miles/mo x .29)	\$ 8,874.00	\$ 2,218.50	\$ 6,655.50
Conference Fees/Training	\$ 1,000.00	\$ 250.00	\$ 750.00
Out-of-Town Travel/Lodging/Per Diem	\$ 1,400.00	\$ 350.00	\$ 1,050.00
Office Supplies	\$ 720.00	\$ 180.00	\$ 540.00
Program Supplies	\$ 400.00	\$ 100.00	\$ 300.00
Flex Funds	\$ 4,527.00	\$ 1,131.75	\$ 3,395.25
Advertising	\$ 400.00	\$ 100.00	\$ 300.00
Background Screen	\$ 225.00	\$ 56.25	\$ 168.75
Audit (5% of agency total)	\$ 500.00	\$ 125.00	\$ 375.00
Sub-Total Operating	\$ 19,246.00	\$ 4,811.50	\$ 14,434.50
Indirect of 10% on 73,420, zero on TANF	\$ 7,342.00	\$ 1,835.50	\$ 5,506.50
TOTAL	\$ 100,000.00	\$ 25,000.00	\$ 75,000.00



**State of Florida
Department of Children and Families**

Jeb Bush
Governor

Lucy D. Hadl
Secretary

August 4, 2005

Nancy Dreicer
District Administrator

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

Regarding Contract # DJ992

Dear Mr. Mahaney:

This letter is to document the department's approval of your plan to subcontract some of the Child Welfare Community-Based Care Lead Agency contract activities provided in Contract # DJ992. It is our understanding that you plan to subcontract for Child Abuse Prevention Services with First Coast Family Center.

According to state procurement law, F.S. 287, prevention services are considered a regulated exemption and do not require competitive procurement. The Department is interested in ensuring that prevention services are made available to the clients in Nassau County. The Nassau County Board of County Commissioners may follow any procurement or purchasing procedures it deems appropriate in order to meet the needs of the clients served. A written explanation of the circumstances surrounding the decision to procure the services needs to be maintained in the Nassau County Board of County Commission subcontract files.

The Board must ensure that the conditions as outlined in Attachment I of contract DJ992 regarding subcontracting are met. The Board should ensure that the services are obtained at the lowest practical cost. This can be evidenced through a negotiation process showing the review and analysis of the prevention program description, the program budget and a budget narrative.

When you have finalized these subcontracted activities, please submit a copy of the subcontract for our files. Thank you for contacting us with this issue. Should you have any questions or concerns, please contact me at 904-727-3684.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Baselice".

Thomas Baselice
Contract Management Unit Supervisor

Cc: Contract file

DISTRICT 4 – CONTRACT MANAGEMENT
Serving Baker, Clay, Duval, Nassau and St. Johns Counties
5920 Arlington Expressway - P.O. Box 2417 - Jacksonville, FL 32231-0083

Select Year:

The 2004 Florida Statutes

Title XIX
PUBLIC
BUSINESS

Chapter 287
PROCUREMENT OF PERSONAL PROPERTY AND
SERVICES

View Entire
Chapter

287.057 Procurement of commodities or contractual services.--

(1)(a) Unless otherwise authorized by law, all contracts for the purchase of commodities or contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO shall be awarded by competitive sealed bidding. An invitation to bid shall be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the receipt of bids and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the invitation to bid may not be used in determining acceptability of the bid.

(b) The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.

(2)(a) If an agency determines in writing that the use of an invitation to bid is not practicable, commodities or contractual services shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the commodities or contractual services contract, that fact must be stated in the request for proposals. The proposal shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the vendor.

(b) The contract shall be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

see pg 4

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(3)(a) If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best value to the state, the agency may procure commodities and contractual services by competitive sealed replies. The agency's written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best value and must be approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. An invitation to negotiate shall be made available to all vendors simultaneously and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply shall include the price for each year for which the contract may be renewed.

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor's deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

(4) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(5) When the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head makes such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the department. A copy of the statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such

insurance shall not exceed a period of 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), subsection (2), or subsection (3), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3), if the amount of the contract does not exceed the threshold amount provided in s. 287.017 for CATEGORY FOUR.

2. Request approval from the department for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR. The agency shall initiate its request for approval in a form prescribed by the department, which request may be electronically transmitted. The failure of the department to approve or disapprove the agency's request for approval within 21 days after receiving such request shall constitute prior approval of the department. If the department approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3).

(d) When it is in the best interest of the state, the secretary of the department or his or her designee may authorize the Support Program to purchase insurance by negotiation, but such purchase shall be made only under conditions most favorable to the public interest.

(e) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method which ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

¹(f) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services.

2. Academic program reviews.
3. Lectures by individuals.
4. Auditing services.
5. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
6. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
7. Services provided to persons with mental or physical disabilities by not-for-profit corporations which have obtained exemptions under the provisions of s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
8. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Agency for Health Care Administration. However, this exception shall be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed by the agency.
9. Family placement services.
- *10. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
11. Training and education services provided to injured employees pursuant to s. 440.491(6).
12. Contracts entered into pursuant to s. 337.11.
13. Services or commodities provided by governmental agencies.
14. Voter education activities of the Department of State or the supervisors of elections funded by Specific Appropriation 2871H of the 2004-2005 General Appropriations Act, either individually or in the aggregate or with their respective professional associations. This subparagraph expires July 1, 2005.
 - (g) Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.
 - (6) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and

conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(7) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(8)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(9) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those

certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(10) An agency shall not divide the procurement of commodities or contractual services so as to avoid the requirements of subsections (1) through (5).

(11) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment is established during the appropriations process.

(12) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(13) Extension of a contract for contractual services shall be in writing for a period not to exceed 6 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

²(14)(a) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (5)(a) and (c) may not be renewed.

(b) Notwithstanding paragraph (a), the Department of Children and Family Services may enter into agreements, not to exceed 20 years, with a private provider to finance, design, and construct a treatment facility, as defined in s. 394.455, of at least 200 beds and to operate all aspects of daily operations within the treatment facility. The selected contractor is authorized to sponsor the issuance of tax-exempt certificates of participation or other securities to finance the project, and the state is authorized to enter into a lease-purchase agreement for the treatment facility. The Department of Children and Family Services shall begin the implementation of this privatization initiative by January 1, 2005. This paragraph expires July 1, 2005.

(15) For each contractual services contract, the agency shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. The agency shall establish procedures to ensure that contractual services have been rendered in accordance with the contract terms prior to processing

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the invoice for payment.

(16) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department.

(17) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

(a) At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.

(b) At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought.

(18) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(19) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(20) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(21) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(22) An agency may contract for services with any independent, nonprofit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools, on the same basis as it may contract with any state university and college.

(23)(a) The department, in consultation with the State Technology Office and the Comptroller, shall

develop a program for on-line procurement of commodities and contractual services. To enable the state to promote open competition and to leverage its buying power, agencies shall participate in the on-line procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria shall be permitted to participate in on-line procurement. The department, in consultation with the State Technology Office, may contract for equipment and services necessary to develop and implement on-line procurement.

(b) The department, in consultation with the State Technology Office, shall adopt rules, pursuant to ss. 120.536(1) and 120.54, to administer the program for on-line procurement. The rules shall include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.
2. Establishing the procedures for conducting on-line procurement.
3. Establishing the criteria for eligible commodities and contractual services.
4. Establishing the procedures for providing access to on-line procurement.
5. Determining the criteria warranting any exceptions to participation in the on-line procurement program.

(c) The department may collect fees for the use of the on-line procurement systems. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of such services, including administrative and project service costs in accordance with the policies of the department. For the purposes of compensating the provider, the department may authorize the provider to collect and retain a portion of the fees. The providers may withhold the portion retained from the amount of fees to be remitted to the department. The department may negotiate the retainage as a percentage of such fees charged to users, as a flat amount, or as any other method the department deems feasible. All fees and surcharges collected under this paragraph shall be deposited in the Grants and Donation Trust Fund as provided by law.

(24)(a) The State Technology Office shall establish, in consultation with the department, state strategic information technology alliances for the acquisition and use of information technology and related material with prequalified contractors or partners to provide the state with efficient, cost-effective, and advanced information technology.

(b) In consultation with and under contract to the State Technology Office, the state strategic information technology alliances shall design, develop, and deploy projects providing the information technology needed to collect, store, and process the state's data and information, provide connectivity, and integrate and standardize computer networks and information systems of the state.

(c) The partners in the state strategic information technology alliances shall be industry leaders with

demonstrated experience in the public and private sectors.

(d) The State Technology Office, in consultation with the department, shall adopt rules, pursuant to ss. 120.536(1) and 120.54, to administer the state strategic information technology alliances.

History.--s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269.

¹Note.--Section 58, ch. 2004-269, amended paragraph (5)(f) "[i]n order to implement Specific Appropriation 2871H of the 2004-2005 General Appropriations Act."

²Note.--

A. Section 9, ch. 2004-269, amended subsection (14) "[i]n order to implement Specific Appropriations 436-445 of the 2004-2005 General Appropriations Act." Some proviso language relating to this appropriation was vetoed. See ch. 2004-268, the General Appropriations Act.

B. Section 75, ch. 2004-269, provides that "[a] section of this act that implements a specific appropriation or specifically identified proviso language in the 2004-2005 General Appropriations Act is void if the specific appropriation or specifically identified proviso language is vetoed. A section of this act that implements more than one specific appropriation or more than one portion of specifically identified proviso language in the 2004-2005 General Appropriations Act is void if all the specific appropriations or portions of specifically identified proviso language are vetoed." Not all portions of specifically identified proviso language relating to the amendment of s. 287.057(14) were vetoed.

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

'08/2005

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

PAGE 1
glytbdud

03:11:00

FOR 2005 99

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
146 COMMUNITY BASED CARE PROGRAM	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

46285564 CBC CONTRACT 7/1/05-6/30/06							

46285564 512000 REGULAR SALARIES AND WAGES	141,110	0	141,110	.00	.00	141,110.00	.0%
46285564 512000 ADMOP REGULAR SALARIES AND	0	0	0	10,651.90	.00	-10,651.90	100.0%
46285564 512000 FAM REGULAR SALARIES AND W	0	0	0	8,227.91	.00	-8,227.91	100.0%
46285564 512000 POST REGULAR SALARIES AND	0	0	0	4,194.93	.00	-4,194.93	100.0%
46285564 512000 IND REGULAR SALARIES AND W	0	0	0	387.78	.00	-387.78	100.0%
46285564 512000 NTLOG REGULAR SALARIES AND	0	0	0	14,327.32	.00	-14,327.32	100.0%
46285564 521010 FICA TAXES	8,699	0	8,699	.00	.00	8,699.00	.0%
46285564 521010 ADMOP FICA TAXES	0	0	0	660.14	.00	-660.14	100.0%
46285564 521010 FAM FICA TAXES	0	0	0	509.35	.00	-509.35	100.0%
46285564 521010 POST FICA TAXES	0	0	0	259.74	.00	-259.74	100.0%
46285564 521010 IND FICA TAXES	0	0	0	24.05	.00	-24.05	100.0%
46285564 521010 NTLOG FICA TAXES	0	0	0	881.21	.00	-881.21	100.0%
46285564 521020 MEDICARE TAXES	2,037	0	2,037	.00	.00	2,037.00	.0%
46285564 521020 ADMOP MEDICARE TAXES	0	0	0	154.40	.00	-154.40	100.0%
46285564 521020 FAM MEDICARE TAXES	0	0	0	119.11	.00	-119.11	100.0%
46285564 521020 POST MEDICARE TAXES	0	0	0	60.75	.00	-60.75	100.0%
46285564 521020 IND MEDICARE TAXES	0	0	0	5.62	.00	-5.62	100.0%
46285564 521020 NTLOG MEDICARE TAXES	0	0	0	206.08	.00	-206.08	100.0%
46285564 522000 RETIREMENT	11,700	0	11,700	.00	.00	11,700.00	.0%
46285564 522000 ADMOP RETIREMENT	0	0	0	834.05	.00	-834.05	100.0%
46285564 522000 FAM RETIREMENT	0	0	0	644.22	.00	-644.22	100.0%
46285564 522000 POST RETIREMENT	0	0	0	328.47	.00	-328.47	100.0%
46285564 522000 IND RETIREMENT	0	0	0	30.37	.00	-30.37	100.0%
46285564 522000 NTLOG RETIREMENT	0	0	0	1,121.82	.00	-1,121.82	100.0%
46285564 523010 LIFE & HEALTH INSURANCE	31,876	0	31,876	4,756.51	.00	27,119.49	14.9%
46285564 524010 WORKERS' COMPENSATION	896	0	896	616.00	.00	280.00	68.8%
46285564 531000 PROFESSIONAL SERVICES	1,250	0	1,250	.00	.00	1,250.00	.0%
46285564 531035 DRUG TESTING	1,875	-1,850	25	.00	.00	25.00	.0%
46285564 531054 PROF SVC-1ST COAST FAMILY	0	25,000	25,000	.00	.00	25,000.00	.0%
46285564 532000 ACCOUNTING AND AUDITING	0	0	0	.00	.00	.00	.0%
46285564 534000 OTHER CONTRACTUAL SERVICES	0	0	0	.00	.00	.00	.0%
46285564 534010 CONTRACT SERVICE	0	0	0	.00	.00	.00	.0%
46285564 534600 CONTRACT SVC-HUMAN SERVICE	191,772	-2,495	189,277	74,134.60	.00	115,142.40	39.2%
46285564 534602 CONTRACT SVC-FAMILY FOSTER	0	0	0	.00	.00	.00	.0%
46285564 534603 CONTRACT SVC-RESIDENT GROU	0	0	0	.00	.00	.00	.0%
46285564 534604 CONTRACT SVC-EMERGENCY SHE	0	0	0	.00	.00	.00	.0%
46285564 534605 CONTRACT SVC-SPECIALIZED R	0	0	0	.00	.00	.00	.0%
46285564 534606 CONTRACT SVC-ADOPTION/SUBS	0	0	0	.00	.00	.00	.0%
46285564 540000 TRAVEL AND PER DIEM	12,000	-6,000	6,000	525.52	.00	5,474.48	8.8%
46285564 540014 TRAVEL-CLIENT TRANSP.	0	0	0	.00	.00	.00	.0%
46285564 541000 COMMUNICATIONS AND FREIGHT	10,250	-4,075	6,175	425.71	.00	5,749.29	6.9%

08/2005
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BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

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FOR 2005 99

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
146 COMMUNITY BASED CARE PROGRAM	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
46285564 541020 POSTAGE	300	0	300	57.00	.00	243.00	19.0%
46285564 543000 UTILITY SERVICES	600	0	600	303.39	.00	296.61	50.6%
46285564 544000 RENTALS AND LEASES	11,278	0	11,278	5,850.10	990.00	4,437.90	60.6%
46285564 545000 INSURANCE	375	0	375	.00	.00	375.00	.0%
46285564 546000 REPAIRS AND MAINTENANCE SV	1,250	-1,000	250	.00	223.25	26.75	89.3%
46285564 547000 PRINTING AND BINDING	1,875	-1,200	675	.00	.00	675.00	.0%
46285564 549000 OTHER CURRENT CHARGES & OB	3,000	0	3,000	267.00	.00	2,733.00	8.9%
46285564 549002 ADVERTISING	250	0	250	79.02	.00	170.98	31.6%
46285564 549029 BIRTH/DEATH CETIFICATE FEE	0	0	0	.00	.00	.00	.0%
46285564 549062 INDIRECT COSTS-CLERK	20,500	-7,025	13,475	1,841.33	.00	11,633.67	13.7%
46285564 549063 INDIRECT COSTS-BOCC	7,742	0	7,742	.00	.00	7,742.00	.0%
46285564 549081 BACKGROUND CHECK	125	0	125	40.00	.00	85.00	32.0%
46285564 549085 BACKGROUND CK/FOSTER CARE	4,250	-3,850	400	80.00	.00	320.00	20.0%
46285564 551000 OFFICE SUPPLIES	500	0	500	198.95	.00	301.05	39.8%
46285564 552000 MISC OPERATING SUPPLIES	1,500	0	1,500	.00	.00	1,500.00	.0%
46285564 552020 GAS, OIL & LUBRICANTS	1,250	0	1,250	151.14	.00	1,098.86	12.1%
46285564 552030 JANITORIAL SUPPLIES	0	0	0	.00	.00	.00	.0%
46285564 552640 EQUIPMENT <\$750	562	0	562	.00	3,306.20	-2,744.20	588.3%
46285564 554000 DUES/SUBSCRIP/TRAINING/PUB	750	0	750	.00	.00	750.00	.0%
46 64 564000 EQUIPMENT	0	2,495	2,495	.00	2,411.75	83.25	96.7%
46 64 564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.00	.0%
TOTAL CBC CONTRACT 7/1/05 6/30/06	469,572	0	469,572	132,955.49	6,931.20	329,685.31	29.8%
TOTAL COMMUNITY BASED CARE PROGRAM	469,572	0	469,572	132,955.49	6,931.20	329,685.31	29.8%
TOTAL EXPENSES	469,572	0	469,572	132,955.49	6,931.20	329,685.31	

10-1-05 through 6-30-06

FY 2005/2006 BUDGET REQUEST

Operating Expenditures Detail

Family Matters

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Budget Line Item (Expenditure)	Object Class	Comments	Itemized Cost	Object Class Total Cost
Professional Services	531xxx			75,375.00
Drug testing	531035		375.00	
FCFC	531054	Sub contract for prevention services for families at risk of child abuse & services directed to the general population	75,000.00	
Contractual Services	534xxx			606,916.18
Records Storage	534010		75.59	
Out of Home Care \$	534600	Payments for foster care, adoption, IVE, IVA emergency shelter and respite	606,840.59	
Travel & Per Diem	540xxx	(see itemized worksheet tab)		21,978.38
Communications & Freight	541xxx			20,625.00
Postage	541020		1,875.00	
Telephone				
Internet				
Wireless Communication Services				
Communication & Freight	541000	Suncom, land lines, internet activity & cell phones	18,750.00	
Utility Services	543xxx			1,800.00
Electric				
Water/Sewer				
Garbage				
Utility Services	543000		1,800.00	
Rentals & Leases	544xxx			26,250.00
Rentals & Leases	544000	Building lease, copier	26,250.00	
Insurance	545xxx			2,167.50
Insurance	545000	Building contents and car	2,167.50	
Repairs & Maintenance	546xxx			1,875.00
Repairs & Maintenance	546000		1,875.00	

7-1-06 through 9-30-06

Family Matters

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Budget Line Item (Expenditure)	Object Class	Comments	Itemized Cost	Object Class Total Cost
Professional Services	531xxx			25,125.00
Drug testing	531035		125.00	
FCFC	531054	Sub contract for prevention services for families at risk of child abuse & services directed to the general population	25,000.00	
Contractual Services	534xxx			189,440.19
Records Storage	534010		25.20	
Out of Home Care \$	534600	Payments for foster care, adoption, IVE, IVA emergency shelter and respite	177,654.99	
Personal services contract	534000	Contract for Lynn King	11,760.00	
Travel & Per Diem	540xxx	(see itemized worksheet tab)		21,978.38
Communications & Freight	541xxx			6,875.00
Postage	541020		625.00	
Telephone				
Internet				
Mobile Communication Services				
Communication & Freight	541000	Suncom, land lines, internet activity & cell phones	6,250.00	
Utility Services	543xxx			600.00
Electric				
Water/Sewer				
Garbage				
Utility Services	543000		600.00	
Rentals & Leases	544xxx			8,750.00
Rentals & Leases	544000	Building lease, copier	8,750.00	
Insurance	545xxx			722.50
Insurance	545000	Building contents and car	722.50	
Repairs & Maintenance	546xxx			625.00
Repairs & Maintenance	546000		625.00	

Statement of Assurances

I hereby certify that First Coast Family Center

- a) Is **NOT** 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 five (5) years;
- b) Is **NOT** 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 **NOT** currently involved, or has been involved within the last five (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 **NOT** had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- e) Has **NOT** failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

Trubna Alexander, Exec. Dir. *8-24-05*
Janice Miller, PhD, President. *for* Date
Board of Directors *Jan Miller*
NE Florida Exchange Club Center
For the Prevention of Child Abuse, Inc.
D/b/a First Coast Family Center



Family Matters
86004 Christian Way
Yulee, FL 32097
Ph. (904) 548-4850
Fax (904) 225-5908



FAMILY MATTERS OF NASSAU COUNTY PREVENTION PROGRAM

**SERVICES PROVIDED
BY
FIRST COAST FAMILIES**