

CONTRACT BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
Nassau County Board of County Commissioners.
FIFTH AMENDMENT

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

The department wishes to amend contract DJ992 entered into between said parties on March 1, 2004, for the period March 1, 2004 through February 28, 2009, and last amended on November 28, 2005. The purpose of this amendment is to replace Attachments I through IX with new Attachments I through IX and make technical changes, as follows:

- I. Page 1, Standard Contract, Section I., Paragraph C. 2. c., under Governing Law, is hereby amended to read:

"c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment VIII. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract."

- II. Page 2, Standard Contract, Section I., Paragraph D. 6., under Audits, Inspections, Investigations, Records and Retention, is hereby amended to read:

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

- III. Page 6, Standard Contract, Section III., Paragraph E. 3., under Official Payee and Representatives (Names, Addresses and Telephone Numbers) is hereby amended to read:

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

Linda M. Dalton
District 4 Contract Management Unit
5920 Arlington Expressway
Jacksonville, Florida 32211
(904) 723-2126."

- IV. Page 7, Standard Contract, signature block, second paragraph is hereby amended to read:

"IN WITNESS THEREOF, the parties hereto have caused this 90 page contract to be executed by their undersigned officials as duly authorized."

- V. Pages 8 through 100, Attachments I through IX, are hereby deleted in their entirety. Pages 8 through 90, Attachments I through IX, attached hereto, are inserted in lieu thereof. The new Attachments I through IX are dated 12/19/05, except for Attachment II B which is dated 1/20/06 and Attachment VI which is dated 1/10/06.

This amendment shall be effective on February 10, 2006 or the date signed by both parties, whichever is later.

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

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

IN WITNESS THEREOF, the parties hereto have caused this 86 page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: Nassau County Board of
County Commissioners

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND
FAMILIES

PRINT NAME: Thomas D. Branani

PRINT NAME: Nancy Dreicer

SIGNED BY: [Signature]

SIGNED BY: [Signature]

Name: Thomas D. Branani, Jr.

Name: Nancy Dreicer

Title: Chairman, Board of County
Commissioners

Title: District Administrator

Date: March 13, 2006

Date: 3/17/06

PRINT NAME: John A. Crawford

SIGNED BY: [Signature]

Name: John A. Crawford

Title: EX-Officio Clerk

Date: March 13, 2006

PRINT NAME: Michael S. Mullin

SIGNED BY: [Signature]

Name: Michael S. Mullin

Title: County Attorney

Date: March 13, 2006

ATTACHMENT I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

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

b. Program or Service Specific Terms

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

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

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

2. General Description

a. General Statement

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

b. Authority

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

services.

2) Section 20.19, F.S. authorizes the department to contract for prevention services.

c. Scope of Service

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

d. Major Program Goals

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

3. Clients to be Served

a. General Description

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

b. Client Eligibility

The following clients are eligible for services under this contract:

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

c. Client Determination

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

d. Contract Limits

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

B. MANNER OF SERVICE PROVISION

1. Service Task List

a. The provider shall perform the following General Tasks:

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

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

- 13) The provider will participate in up to three Quality Management reviews annually, outside their service area, at no additional cost to the department.

b. The provider shall ensure the delivery of Child Protection Tasks to include:

- 1) Ensure the delivery of foster care and related services, based on a case plan developed pursuant to s. 39.601, F.S., and document services in the child's master file.
- 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.
- 3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults' 18 years and over shall receive Independent Living services within funds available through this contract.

c. The provider shall perform Licensing Tasks to include:

- 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.; and Chapters 65C-14, F.A.C. for Child Caring Agencies and 65C-15, F.A.C. for Child Placing Agencies.
- 2) If the provider determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
- 3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
 - a) Copies of Licensing Standards Checklist.
 - b) The application for licensing.
 - c) The letter of recommendation from the provider.
 - d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
 - e) Florida Abuse Hotline Information System (FAHIS) reports clearances.
 - f) Local law enforcement checks.
 - g) Federal law enforcement checks (screening clearance letter).
 - h) State law enforcement checks.
 - i) Personal and school references.
 - j) Medical information.
 - k) Sanitation, fire and radon inspection and testing documentation.
 - l) Initial pre-service or, as appropriate, annual in service training.
- 4) Ensure that each family foster home operator signs a release of information form, so that the department and the provider may share information.
- 5) Recommend that the department issue or deny an initial license or renew, revoke or modify an

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

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

e. The provider shall deliver Placement Services to include:

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

f. Task Limits

1) Service responsibility for increase in new clients.

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

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

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

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

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

2. Staffing Requirements

a. Staffing Levels

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

b. Professional Qualification

- 1) The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. The provider shall comply with requirements in Attachment VI, Documentation and Reporting Requirements for Child Welfare In-Service Training Dollars.
- 2) Effective January 1, 2006, the provider agrees to deliver child welfare pre-service training to professional staff in accordance with the department's Child Protection Professional Certification Program.

c. Staffing Changes

The provider shall submit written notification to the department's contract manager if the Executive Director position of the provider is to be vacated. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Executive Director position is filled, the provider shall notify the department in writing of the identity and qualifications of the new Executive Director. The provider shall ensure that the department has a current listing of staff and sub-contracted staff who are providing child welfare services and are subject to Child Protection Certification. The provider shall provide names, position title and contact information clearly showing any changes in staff to allow the department to monitor and ensure that all staff, regardless of employer, are 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 state and 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 may subcontract for services unless specifically prohibited in this contract. The provider is not required to obtain subcontract approval as required under Section I.I.1. of the Standard Contract unless any of the following conditions apply:

The person or entity:

- 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.

If any of the conditions above are applicable, the provider must obtain written approval from the department prior to entering into the subcontract.

- 3) The provider shall conduct a detailed cost analysis for all subcontracts in excess of \$25,000.00 and conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.

- 4) The provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements.
- 5) The provider's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- 6) The provider agrees to administer subcontracting activities in accordance with the most current version of the "*Community-Based Care Lead Agency Subcontracting Guidelines*" developed and distributed by the Florida Coalition for Children, which is incorporated by reference, unless the provider has developed their own guidelines which have been approved by the department.

3. Service Location & Equipment

a. Service Delivery Location

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

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

b. Service Times

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

c. Changes in Location

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

d. Equipment

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

4. Deliverables

a. Service Units

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

b. Records and Documentation

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

c. Reports

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

5. Performance Specifications

a. Performance Measures

The provider shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. For all measures except 6 and 7, where the baseline is below the performance standard, the provider's expected performance target on June 30 of each state fiscal year shall be indicated in Exhibit C. The term "performance target" refers to the provider's expected annual achievement of progressive improvement toward each performance standard through the end of the contract period, or until such time as the provider is expected to achieve the standard. The provider shall demonstrate progress throughout the state fiscal year and will be required to be functioning at the performance target for the appropriate fiscal year, indicated in Exhibit C, by the end of that fiscal year, or by the contract end date should that occur within the fiscal year.

1. The percentage of children not abused or neglected during services will be at least 95%.
2. No more than 1% of children served in out-of-home care shall experience maltreatment during services.
3. No more than 9 % of children are removed within 12 months of a prior reunification.
4. The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least 76.2%.
5. The percentage of children with finalized adoptions whose adoptions were finalized within 24 months of the latest removal shall be at least 32%.
6. No more than 54 children will be in out-of-home care 12 months or more on June 30, 2006.
7. The percentage of adoption goal met will be at least 85% of 25.
8. 100% of children under supervision who are required to be seen each month shall be seen each month.

b. Description of Performance Measurement Terms

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

c. Performance Evaluation Methodology

- 1) The performance evaluation methodology for statewide measures is described in Exhibit C.
- 2) Performance Standards Statement

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must cancel the contract with the provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

6. Provider Responsibilities

a. Provider Unique Activities

- 1) The provider shall provide performance information or reports other than those required by this agreement at the request of the Secretary for the Department of Children and Families or District/Region Administrator. The department agrees to only make such requests after all data sources the department has access to have been exhausted and the department is unable to produce the information with its own resources. These requests should be used as a last resort and with due consideration for workload and costs associated with the development or delivery of the information or reports. For requests that are complex and difficult to address, the provider and the department will develop and implement a mutually viable work plan.
- 2) The provider shall participate and represent their interests in the CBC Spending Plan Meetings and in leadership meetings to discuss the department's and CBC provider's on-going programmatic and management functions and roles, problem-solving and planning regarding identified contract issues and department initiatives.
- 3) The provider shall meet with the District/Region Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.
- 4) The provider is responsible for implementing a quality assurance and quality improvement system at the local service level.
- 5) The provider shall cooperate with the department when investigations are conducted regarding a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors.
- 6) Neither the provider nor any person, firm or corporation employed by the department in the performance of this contract shall offer or give any gift, money, or anything of value or any promise for future reward or compensation to any state employee at any time unless otherwise authorized by Chapter 112, F.S.
- 7) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

- a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
 - b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
 - c) The provider agrees to report to the department any use or disclosure of the PHI not provided for by this contract or applicable law.
 - d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - e) The provider agrees to make PHI available in accordance with 45 CFR 164.524.
 - f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
 - g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
 - h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
 - i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
 - j) A violation or breach of any of these assurances shall constitute a material breach of this contract.
- 8) The provider acknowledges and agrees that it is responsible for all work required under this contract whether performed by its own resources or by an approved subcontractor. The lead agency shall monitor the performance of all subcontractors and perform follow up actions as necessary in accordance with the approved subcontract monitoring plan. The lead agency will notify the department within 48 hours of conditions related to subcontractor performance that could impair continued service delivery. Reportable conditions may include but are not limited to:
- a) Inappropriate client terminations
 - b) Financial concerns or difficulties
 - c) Service documentation problems
 - d) Subcontract non-compliance
 - e) Ineffective services and client complaint trends

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

- 9) The provider shall establish a procedure for foster and adoptive parents to contact a provider ombudsman in the event of delayed or non-delivery of payments. The provider's ombudsman will address and attempt to resolve the issue.
- 10) The provider is responsible for maintaining a human resources program for its employees that complies with the plan approved in the initial readiness assessment or subsequent amendments to that plan.

b. Coordination With Other Providers/Entities

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

c. Reference Checks of Current and Former Department and Lead Agency Employees

The provider or its subcontractor shall conduct a reference check of any current or former department or any Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The department will not give a neutral reference, and the provider will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider or its subcontractor.

7. Department Responsibilities

a. Department Obligations

- 1) The department retains the responsibility for the review, approval and issuance of all foster home licenses.
- 2) If the department receives a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors, the department agrees to notify the provider within one working day, and will work in cooperation with the provider when investigations are conducted.
- 3) The department agrees to process applications submitted by the provider for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 4) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The provider shall contact the various program offices within the department for assistance and instruction on how to access these services. The department will respond to the provider's inquiry within 5 working days.
- 5) The department agrees to determine Medicaid eligibility within 45 calendar days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within 45 working days of receipt of a completed application.
- 6) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in Attachment IV.
- 7) The department agrees to provide technical assistance and consultation to the provider in the process of initial licensing and re-licensing of family foster homes. The department agrees to issue a license to family foster homes that meet licensing requirements as determined by the department upon submission of complete licensing supporting documentation by the provider.
- 8) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 9) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.

- 10) The department agrees to provide training and technical assistance on the responsibility of the provider to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing an example of a Policy Working Agreement, system of care information, data analysis and technical assistance.
- 12) The provider and the district/region shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.

b. Department Determinations

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

c. Requirements

- 1) Contract Monitoring - The department shall annually monitor the provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, Contract Monitoring.
- 2) Evaluation - Subsection 409.1671(4)(a), F.S., requires an annual evaluation by the department of each program operated under contract with a community-based agency. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.
- 3) Quality Assurance - The provider shall develop and implement Quality Assurance plans and cooperate with quality assurance reviews conducted according to the department's standards and requirements. Reviews shall be based on a statistically valid sample size for the population served. The provider's performance on relevant indicators and outcomes required by the federal government in the Adoption and Safe Families Act and Child and Family Services Review Tool (as described at the following website: <http://www.acf.dhhs.gov/programs/cb/cwrp/tools/index.htm>), particularly including those reflected in the state Program Improvement Plan; and indicators required by the Florida Legislature in the annual Appropriation Act and Implementing Bill shall be measured. At the discretion of the department, providers with a level of performance that does not support the department in achieving statewide goals established by these two sources may be required to develop a corrective action plan as part of quality assurance.
- 4) Other required reporting - The department will track and regularly report back to the Legislature on any aspect of provider performance as is required under statute.

d. Progressive Intervention and Program Improvement

- 1) Stage I: In the event the provider is significantly below target on any performance measure, there are serious fiscal concerns, or if Quality Management review findings identify other serious systemic concerns, as determined by the District/Region Administrator (DA), the DA must

require action to correct performance deficiencies within a prescribed amount of time. The corrective action may include, but is not limited to monthly reporting to the DA on resolution of issues, the assignment of a team to provide temporary technical assistance, or the assignment of an independent fiscal monitor.

- 2) Stage II: Regardless of what corrective action the DA uses, as outlined in 7. d. 1) above, in the event of a failure to demonstrate satisfactory progress on the corrective action plan within a negotiated time the District Administrator may decide to convene a Management Peer Review Team (MPRT). This team shall:
 - a) Consist of a minimum of (1), one senior management representative of two Lead Agencies not under review, both acceptable to the District Administrator and the Lead Agency under review, (2) a Senior Manager from the District of the Lead Agency under review, and one appointee, and (3) two representatives from the community served by the Lead Agency under review, both must be acceptable to the DA, and the Lead Agency under review. None of the community or Lead Agency team members shall have any conflict of interest with the Lead Agency under review. The Senior Manager from the District of the Lead Agency under review appointed pursuant to d. 2) above, shall act as chairman of the MPRT.
 - b) Conduct joint assessment and planning between the provider and the MPRT to determine the cause of the unacceptable performance, the actions needed to bring the provider's performance to an acceptable level and a timetable with measurable milestones for attaining an acceptable level of performance. The results of the planning process shall be included in a MPRT report to the DA.
 - c) The MPRT will continue to meet with the provider as needed during the MPRT Plan implementation and will render advice and assistance during that time. The MPRT may amend the plan from time to time if an amendment will contribute to the provider's ability to reach more promptly an acceptable level of performance
- 3) Stage III. If, following the Stage II interventions, the provider fails to demonstrate satisfactory progress on the required program improvement, the DA, with input from the Community Alliance, may take one or more of the following actions:
 - a) Implementation of a penalty phase to identify specific contract funds to be redirected at the discretion of the department for performance improvement;
 - b) Receivership per s. 409.1675, F.S.;
 - c) Re-procurement of a service(s) in underperforming programmatic or geographic areas; or
 - d) Re-procurement of the entire provider contract.
- 4) Independent of any of the aforementioned actions, the department shall maintain the authority to monitor contract performance, require corrective action, impose penalties and cancel contracts for non-performance.
- 5) Furthermore, notwithstanding any above specifications, if any child or family is deemed at immediate or serious risk, the department shall bring the provider into emergency consultation to identify and implement reasonable actions.

C. METHOD OF PAYMENT

1. Payment

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

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

FY 2004-2005 – Attachment II. A \$ 2,153,259.00

FY 2005-2006 – Attachment II. B \$ 2,277,141.00

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

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

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

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

2. Estimated Payment

A submission schedule for each estimated payment request is provided in paragraph C.9.

3. Cost Allocation Plan

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

4. Invoice Requirements

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

- a) Transmittal letter;
- b) The approved CBC invoice form;
- c) Certification statement pertaining to compliance with section 287.0585, F.S., which directs prompt payment to subcontractors.
- d) Supporting documentation, including:
 - 1) ICWSIS generated Other Cost Accumulator (OCA) roll-up report
 - 2) evidence of reconciliation of the OCA roll-up report against actual payments with each

subsequent invoice.

5. Service Delivery and Expenditure Documentation

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

- a) **Salaries** - A payroll register or similar documentation shall be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. A document reflecting the hours worked times the rate of pay will be acceptable when reimbursement is being requested for individuals being paid by the hour. Time sheets for all employees shall be retained by the provider to support the payroll register entries.
- b) **Fringe Benefits** - Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- c) **Travel** - For all travel expenses, a department travel voucher, DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be maintained. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) must be maintained. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- d) **Conference Travel** - Reimbursement is in accordance with the provisions of the clause above entitled *Travel*. See CFOP 40-1 for further explanation, clarification, and instruction.
- e) **Other Direct Costs** - Reimbursement will be made based on paid invoices/receipts. Documentation must be maintained to show compliance with Department of Management Services' Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.
- f) **Professional Services Fees on a Time/Rate Basis** - The supporting documentation must include a general statement of the services provided. The time period covered by the supporting documentation as well as the hourly rate times the number of hours worked must be stated. If the provider is not working 100 percent of his or her time on the contract, then payroll registers, timesheets, or a time log detailing the hours represented on the invoice is required and should be maintained as backup documentation. The State Chief Financial Officer's Office reserves the right to require further documentation on an as needed basis.
- g) **Postage and Reproduction Expenses** - Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. postage

meter) and reproduction expenses must be supported by usage logs or similar documentation.

- h) **Expenses** - Receipts are required for all expenses incurred (i.e., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature. Reimbursements will be made only for those expenditures that are allowable in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.fldfs.com/aadir/reference_guide/

6. Match Requirements

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

7. Federal or State Audit

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

8. Contract Renewal

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

9. Submission Schedule

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

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

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

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

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

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

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

10. Interest Earned on Estimated Payments

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

11. Recoupment of Unearned Funds

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

12. Fees

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

13. Third Party Payments

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

14. Renegotiation

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

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

15. MyFloridaMarketPlace Transaction Fee

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

D. SPECIAL PROVISION

1. Dispute Resolution

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

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

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

2. Termination

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

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

3. Fidelity Bond

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

4. Performance Bond

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

Or

Irrevocable Letter Of Credit

The provider has ten (10) days after the execution of the contract to furnish an irrevocable letter of credit in the amount of two and a half percent (2.5%) of the total estimated contract amount for

each state fiscal year to ensure full and complete performance of the contractual services. The department's Chief Financial Officer may draw under the letter of credit in the event that continuity of care is disrupted or at imminent risk of disruption due to lead agency failure, bankruptcy, or discontinuance of service. The department shall provide a minimum of three (3) business days notice in writing to the provider's Executive Director before making any draw on the letter of credit.

Or

Fiscal Monitor

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

5. Third Parties

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

6. Client Files

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

7. Insurance

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

8. Venue for Any Court Action

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

9. Contracts executed between state agencies or subdivisions

Except to extent permitted by s. 768.28, F.S., or other applicable Florida law, Paragraphs D.4. and D.5. are not applicable to contracts executed between state agencies or subdivisions as defined in subsection 768.28(2), F.S.

10. Child Abuse Prevention and Intervention Funding

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

to Exhibit A for reporting requirements relating to this funding.

11. Adoption Services Funding

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

12. Security Agreement

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

13. Competitive Bidding/Related Party Transactions

- a) In the purchase or procurement of all supplies and services relative to this contract (including the lease of space for use in the performance of this contract), the provider agrees to obtain such goods or services at the lowest practical cost, and to obtain such goods, or services by means of a system of competitive bidding which includes at least three bids, subject to the provisions set out in subsection B.2.d.4) of this Attachment I.
- b) The provider agrees that it will not purchase, lease, or otherwise procure goods, services, or leased space with any officer, agent or employee of the provider or with any business entity which employs, uses, or has substantial ownership by any officers, agents, or employees of the provider, unless such purchases or other procurements are in compliance with the competitive bidding provisions above.
- c) Further, regardless of the source of funding, the provider agrees to comply with the provisions of all applicable state or federal cost principles, or the provisions of OMB Circular A-122 where other cost principles do not apply. The provider recognizes that the above cost principles or Circular provide guidelines relative to competitive bidding and related party transactions.

14. Title IV-E of the Social Security Act

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

15. Incident Reporting

When a facility employee who has client related duties is suspected of abuse/neglect, the provider agrees to make a determination in each case as to whether or not clients are or are not at risk by the continued association of the employee with such clients during an abuse/neglect investigation. The provider shall take appropriate personnel action to ensure the maximum protection of Department of Children and Families clients. Nothing in this section shall be construed to in any way limit or abridge the right of the department, pursuant to Chapter 39, F.S., to restrict access to children in care by a subject of an abuse or neglect report. Additionally, the provider shall

maintain and implement a current written Incident Notification Procedure that includes but is not limited to compliance with the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6, and compliance with CFOP 175-85, Prevention and Services to Missing Children.

16. Document Management

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

17. Facility Standards

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

18. Transportation of Clients

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

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

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

19. Provider Emergency Preparedness Plan

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

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

In accordance with Chapter 402, F.S., the provider must comply with all of the Florida Statewide Advocacy Council and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client

records, files and reports in any program, service or facility that is operated, funded, licensed or regulated by the department for the purposes of investigations and monitoring.

21. Prevention and Diversion Services

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

22. Child Welfare/Community Based Care Flex Funds

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

23. Recruitment and Retention of Licensed Foster Homes

The provider and the department agree to gather data during the fiscal years 2004-2005 and 2005-2006 related to the recruitment and retention of licensed foster homes. The data may include but is not limited to the number of foster homes licensed on the last working day of every month, the number newly licensed during the month and the number closed during the month. The data may also include the number of homes in which at least one child was placed during the 2004-2005 and 2005-2006 fiscal years.

24. Sponsorship Provision

In accordance with subsection 409.1671 (11), F.S., the provider and its subcontractors are exempt from the "Sponsorship" provisions (paragraph I. O.) of the Standard Contract.

E. List of Exhibits

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

EXHIBIT A: Reports

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

Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	See Exhibit A-1. Electronic file via e-mail or Diskette	Must be completed for initial transfer of equipment, and annually thereafter	Contract manager
CBC Personnel Report	See Exhibit A-3 Data elements only	Monthly; 10 th calendar day of the month for prior month	Contract Manager
Child and Family Services Report Tool	Electronic Data File with web based instructions. www.teamfla.org/databases.html .	Monthly; 5 th calendar day of the second month in which services were delivered	Contract manager and www.teamfla.org/databases.html
Family Support Matching Report Tool (formerly known as 3MP)	Electronic file via email or diskette with web based instructions. www.teamfla.org/databases.html	Monthly; 5 th calendar day of the second month in which services were delivered	Contract manager and DSFSM@DCF.state.fl.us .
PSSF Match Funds Reports	Exhibit A-2. Monthly Match Collection Report Form. www.teamfla.org/databases.html	Monthly; 5th calendar day of the second month in which services were delivered	Contract manager
Child & Family Services Annual Progress and Service Report	Web based report. Instructions disseminated annually from Central Office. www.teamfla.org/databases.html	May 15 th , 2005 and annually thereafter, on May 15 th	Contract manager and www.teamfla.org/databases.html
Child & Family Services Five- Year Plan	Instructions disseminated from Central Office	May 15, 2009 and every 5 years thereafter	Contract manager and www.teamfla.org/databases.html
Local Program Improvement Plan Report	Electronic file via e-mail or diskette	Quarterly; 10th calendar day after the end of each quarter	Contract manager
Child Protection Staff Roster	Electronic file stating the information for all staff members as described in Section B. 2. c. of this contract..	1. Initial List of Staff 2. Monthly updates Staff List, 10 th calendar day of the month for the prior month.	Contract manager
Prevention Expenditures	Instructions disseminated from central office.	Quarterly, 10th calendar day after the end of each quarter	Contract manager
Recruitment and Retention of Licensed Foster Homes Report	Instructions will be disseminated from Zone Planning and Performance Management	Monthly; 10 th calendar day of the month for the prior month	Contract manager
Adoption Incentive Grant Report	Electronic file via e-mail or diskette with instructions disseminated by central office.	Annually. Report due August 30, 2005, and annually thereafter on August 30 th	Contract manager

EXHIBIT A-1

Contract Provider Property Inventory

Provider Name and Contract #

Nassau County Board of County Commissioners, Contract DJ992

Contact Person:

Phone Number:

Address:

City, State, Zip:

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

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

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

CONTRACT PROVIDER'S SIGNATURE: _____

DATE: _____

CONTRACT MANAGER'S SIGNATURE: _____

DATE: _____

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

Promoting Safe and Stable Families Grant 25% Monthly Collection Reports

DATE: _____

DISTRICT /REGION: _____

Provider Name: Nassau County Board of County Commissioners

FOR THE PERIOD ENDING: _____

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

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

Total \$ _____

Comments

Prepared By _____

Approved By _____

EXHIBIT A-3 CBC Personnel Report

(Data elements are the requirement for this report)

Provider: Nassau County Board of County Commissioners

Month: _____

County(ies):

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

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

Vacancy Rate			
---------------------	--	--	--

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

Supervisor Positions Filled End of Month			
Vacancy Rate			

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

Average Counselor Caseload			
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Exhibit B
TERMINATION CONTINGENCY TRANSITION PLAN

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

Exhibit C Performance Measure Terms and Methodologies

Measure 1. The percentage of children not abused or neglected during services will be at least 95%.

Methodology

Definitions	A child is any unmarried person under age 18 who has not been emancipated by the court order. Abuse and neglect are defined in Chapter 39, F.S. and include both actual harm and threatened harm. A child is considered to be receiving services if he/she is open in an active case in HS _n .
Algorithm	<p>This measure is a percent. The numerator is the number of children being served by the Lead Agency during the reporting period who had no findings of “verified “ or “some indicators” of maltreatment where the report received date and the incident date are both during the reporting period and after the service episode has begun. The denominator is the total number of children open in active cases and being served by the provider during the reporting period.</p> <p>Annual contract performance is calculated as the sum of the numerators for each of the quarterly reports produced during the state fiscal year divided by the sum of the denominators for each of the quarterly reports produced during the state fiscal year, expressed as a percent</p>
Data Sources	Abuse Hotline Counselors, DCF and Sheriff’s Office PI’s and CBC Case Managers.
Data Process	Data are entered into HS _n by Hotline staff, by protective investigators/supervisors as they investigate reports, and by CBC case managers as they work with families. Data are extracted from HS _n production database and copied to the data repository nightly. Quarterly reports posted to the DCF Performance Dashboard are generated after close of business on the fifth working day of the third month following the end of the quarter. The lag is to allow 60 days for the investigation to be completed on any report received and time for findings to be entered into HS _n for all alleged maltreatments.

Baseline and Target

Baseline: To Be Determined	Target 95%
	June 30, 2006: 95%
	June 30, 2007: 95%
	June 30, 2008: 95%

Measure 2. No more than 1% of children served in out-of-home care shall experience maltreatment during services.

Methodology

Definitions	<p>“Maltreatment” is a conclusion in a child protective investigation that resulted in documented findings of “verified” and includes both actual harm, resulting from abuse or neglect, and threatened harm, but does not include “special conditions.” “Out-of-home care” means care for children in an active removal episode (between removal date and discharge date), regardless of placement type or custodian, including those in licensed board-paid foster care and kinship (relative and non-relative) care.</p>
Algorithm	<p>This measure is a percent. The numerator is the subset of the number of children in the denominator who had no abuse reports with maltreatment findings of "verified" with an incident date that is both during the quarter and during the removal episode, and where the perpetrator was the substitute caregiver (foster parent, group home provider, etc.). The denominator is the total number of children in out-of-home care at any time during the quarter, regardless of duration of the episode.</p> <p>Annual contract performance is calculated as the sum of the numerators for each of the quarterly reports produced during the state fiscal year divided by the sum of the denominators for each of the quarterly reports produced during the state fiscal year, expressed as a percent.</p>
Data Sources	<p>Abuse Hotline Counselors, DCF and Sheriff’s Office PI’s and CBC Case Managers.</p>
Data Process	<p>Data are entered into HS_n by Hotline staff, by protective investigators/supervisors as they investigate reports, and by CBC case managers as they work with families. Data are extracted from HS_n production database and copied to the data repository nightly. Quarterly report posted to the DCF Performance Dashboard are generated after close of business on the fifth working day of the third month following the end of the quarter. The lag is to allow 60 days for the investigation to be completed on any report received and time for findings to be entered into HS_n for all alleged maltreatments.</p>

Baseline and Target

<p>Baseline:</p> <p>1.1%</p>	<p>Target 1%</p>
	<p>June 30, 2006: 1%</p>
	<p>June 30, 2007: 1%</p>
	<p>June 30, 2008: 1%</p>

Measure 3. No more than 9 % of children are removed within 12 months of a prior reunification.

Methodology

Definitions	“Removed” means the taking of a child from the child’s home for placement in out-of-home care in order to ensure the safety of the child. ”Reunification” means the return of a child who has been removed to the removal parent, or the achievement of permanency through placement with a relative or non-relative.
Algorithm	This measure is a percentage. The numerator is the subset of the children in the denominator who were removed within 12 months of reunification. The denominator is the number of children who were reunified during a period 12 months prior to the report period. Annual contract performance will be calculated as the cumulative performance through the fiscal year and include children reunified beginning July 1 of the prior fiscal year through June 30 of the prior fiscal year, and follow each child for 12 months past reunification
Data Sources	PI staff and CBC staff enter removal and discharge data into the HomeSafenet database.
Data Process	Data are entered into HomeSafenet by direct services staff as they work with families. Data are extracted from the HomeSafenet production database and copied to the data repository nightly. Quarterly reports posted to the DCF Performance Dashboard are generated after close of business on the fifth working day of the third month following the end of the quarter.

Baseline and Target

Baseline: 10.53%	Target 9%
	June 30, 2006: 9%
	June 30, 2007: 9%
	June 30, 2008: 9%

Measure 4. The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least 76.2%.

Methodology

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

Baseline and Target

Baseline: 60.7%	Target 76.2%
	June 30, 2006: 76.2%
	June 30, 2007: 76.2%
	June 30, 2008: 76.2%

Measure 5. The percentage of children with finalized adoptions whose adoptions were finalized within 24 months of the latest removal shall be at least 32%.

Methodology

Definitions	An adoption is considered final on the date the Court enters the verbal order finalizing the adoption.
Algorithm	This measure is a percent. The numerator is the subset of the number of children in the denominator whose finalizations were within 24 months of the removal date. The denominator is the total number of children whose adoptions were finalized during the quarter. Annual contract performance is calculated as the sum of the numerators for each of the quarterly reports produced during the state fiscal year divided by the sum of the denominators for each of the quarterly reports produced during the state fiscal year, expressed as a percent.
Data Sources	CBC staff enters removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository nightly. An HSn report program uses repository data to produce a report, "Children Adopted within 24 Months" 5 business days after the end of each quarter. Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

Baseline: 40%	Target 32%
	June 30, 2006: 32%
	June 30, 2007: 32%
	June 30, 2008: 32%

Measure 6. No more than 54 children will be in out-of-home care 12 months or more on June 30, 2006.

Methodology

Definitions	“Out-of-home care” means care for children in an active removal episode (between removal date and discharge date), regardless of placement type or custodian, including those in licensed board-paid foster care and kinship (relative and non-relative) care.
Algorithm	This measure is a count of the children in out-of-home care who have been in out-of-home care 12 months or more.
Data Sources	Protective Investigators and CBC staff enter case management, removal and discharge data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository nightly. An HSn report program uses repository data to produce a report, “Children in Out-of-Home Care by Time in Care.” Online user documentation is available in HSn. Written report specifications are available upon request.

Baseline and Target

	Number of Children in Out-of-Home Care More than 12 Months
Baseline	59
Performance Target	54

Measure 7. The percentage of adoption goal met will be 85% of 25.

Methodology

Definitions	An adoption is considered final on the date the Court enters the verbal order finalizing the adoption.
Algorithm	This measure is a percent of the number of children whose adoptions were finalized. The numerator is the number of adoptions finalized during the year. The denominator is the target for the number of adoptions to be finalized during the year. Monthly reports will show percent achievement of performance based on the expected number of adoptions through the end of the report month.
Data Sources	CBC providers.
Data Process	Data are entered into HomeSafenet by direct services staff as they work with families. Data are extracted from the HomeSafenet production database and copied to the data repository nightly. Monthly reports posted to the DCF Performance Dashboard are generated after close of business on the fifth working day of the third month following the end of the quarter.

Baseline and Target

	# finalized adoptions
Baseline	21
Performance Target	25

Measure 8. 100% of children under supervision who are required to be seen each month shall be seen each month.

Methodology

Definitions	Children required to be seen each month are all children under the supervision of the provider unless there is: a) an active alert in HSn documenting that the child has absconded, runaway, or been abducted; b) documentation in HSn that the Court has ordered the department or provider to have no contact with the child; c) documentation in HSn the child is out-of-state; or d) documentation in HSn that the child is in long term licensed custody.
Algorithm	This measure is a percent. The numerator is the number of children required to be seen who were seen. The denominator is the number of children required to be seen. Annual contract performance will be calculated as the sum of the 12 numerators divided by the sum of the 12 denominators in the state fiscal year.
Data Sources	CBC staff enters case management data into the HomeSafenet database.
Data Process	HSn data are extracted from the HSn production database and placed in the data repository nightly. An ad-hoc report titled “Percent of in-state children in active cases (both in-home and out-of-home) seen monthly has been created using this data and is available on the department’s Performance Dashboard. Online user documentation for this report is available on the Performance Dashboard.

Baseline and Target

Baseline: 98.9	Target 100%
	June 30, 2006: 100%
	June 30, 2007: 100%
	June 30, 2008: 100%

ATTACHMENT II
Schedule of Funding Sources
FY 2003- 2004

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

ATTACHMENT II A			
D4 Nassau County			
Schedule of Funds			
FY 2004-2005			
		Funding with Special Limits	Other Funding
State Funds			
General Revenue			\$ 592,923
Administrative Trust Fund			\$
Tobacco Settlement Trust Fund			\$ 228,630
Operations & Maintenance Trust Fund			\$ 40,185
Sub-Total Non-Restricted State Funds			\$ 861,738
Other State Funds			
TANF MOE (PR2LM)		\$ 95,873	
Home Visitor/High Risk Newborn (PRHRN)		\$ 3,198	
Federal Sources			
SSBG			\$ 22,977
SSBG2			\$ 110,933
Title IV-B			
Maintenance (PR046)		\$ 11,935	\$ 28,790
Title IV-E Foster Care			
			\$ 385,824
Title IV-E Adoption Services			
			\$ 166,481
Medicaid Administration			
			\$ 3,595
Chafee Education and Training Vouchers (PRCET)		\$ 12,553	
Chafee Independent Living			\$ 19,431
Room and Board (PRCRB)		\$ 2,602	
RTI Program Scholarship (PRCSS)		\$ 17,715	
Promoting Safe and Stable Families			
Family Preservation Services (PRE04)		\$ 11,860	
Family Support Services (PRE06)		\$ 11,104	
Time-Limited Reunification Services (PRE11)		\$ 12,650	
Adoption Promotion and Support (PRE12)		\$ 16,181	
Community Facilitation			\$ 7,072
State Access & Visitation Grant			
CAPTA			
			\$ 2,869
TANF			
Community Prevention Initiatives (CPI00)		\$ 26,574	\$ 263,974
Sub-Totals		\$ 222,245	\$ 1,873,684
Total All General Program Funds			
			\$ 2,095,929
Enhanced Residential Group Care Restricted Funds			
General Revenue			\$
Replacement for 19SRG and 19CRG (RGC19)		\$ 42,565	\$
Medicaid Administration			\$
Title IV-E Foster Care			\$
Sub-Totals		\$ 42,565	\$
Total All Enhanced RGC Funds			
		\$ 42,565	\$
Foster Parent Training Funds			
General Revenue (TRAEP, TRASP, TRFEP, TRFSP)		\$ 856.00	
Federal Grants Trust Fund (TRAEP, TRFEP)		\$ 2,117	
Welfare Transition Trust Fund (TRATP, TRFTP)		\$ 447.00	
Sub-Totals		\$ 3,420	
Total All Foster Parent Training Funds			
			\$ 3,420
In Service Training Funds			
General Revenue (TRASI, TRFSI, TRISI)		\$ 972	
Child Welfare Training Trust Fund (TRAEI, TRATI, TRFEI, TRFSI, TRFTI, TRITI)		\$ 2,843	
Sub-Totals		\$ 3,815	
Total All In Service Training Funds			
			\$ 3,815
Adoption Incentive Funds			
Federal Grants Trust Fund (PRAIA)		\$ 7,530	
Sub-Totals		\$ 7,530	
Total All Adoption Incentive Funds			
			\$ 7,530
Total of All Contract Funds			
			\$ 2,153,259

ATTACHMENT II B, revised 1/20/2006

Nassau County Board of County Commissioners - FY 2005-2006 - Schedule of Funding Sources

Source	Fund	High Risk New Born-PRHRN	Prevention Initiatives-CPI00	Wrap Around Services-RGC19	Comprehensive Residential Services Program SB 1214	SB 1214 Model	SB 1314 IL Case Management-PR014	PI Training	CBC In-Service and Pre-Service Training	CBC Services	Total
STATE FUNDS											
	General Revenue Fund (GR)			28,593	57,338		6,358		6,179	621,168	719,636
	General Revenue Fund (GR) for IL Program									31,680	31,680
	Administrative Trust Fund (ATF)									0	0
	Tobacco Settlement Trust Fund (TSTF)	2,272								295,903	298,175
	Tobacco Settlement Trust Fund (TSTF) for IL Program									16,527	16,527
	Operations and Maintenance Trust Fund (O&MTF)									17,596	17,596
	TANF MOE (PR2LM - GR and TSTF mix)									48,325	48,325
	Child Welfare Training Trust Fund (CWTF)							0			0
	Federal Grants Trust Fund (FGTF)							0			0
	TOTAL STATE FUNDS	2,272	0	28,593	57,338	0	6,358	0	6,179	1,031,199	1,131,939
FEDERAL BLOCK GRANTS											
	Social Services Block Grant (SSBG)									16,518	16,518
	Social Services Block Grant 2 (SSBG2)									98,703	98,703
	Social Services Block Grant Emergency Relief Grant-PRSSD									1,518	1,518
	Temporary Assistance for Needy Families (TANF)		17,851		15,937				6,131	161,960	201,879
	TOTAL FEDERAL BLOCK GRANTS	0	17,851	0	15,937	0	0	0	6,131	278,699	318,618
FEDERAL UNCAPPED GRANTS											
	Title IV-E Foster Care				20,602				1,212	477,382	499,196
	Title IV-E Adoption								331	195,524	195,855
	Medicaid Administration				251					2,177	2,428
	TOTAL FEDERAL UNCAPPED GRANTS	0	0	0	20,853	0	0	0	1,543	675,083	697,479
FEDERAL CAPPED GRANTS											
Title IV-B, Subpart 1, Child Welfare											
	Administration									24,945	24,945
	Maintenance - PR046 (this amount may not be increased)									6,478	6,478
	Subtotal	0	0	0	0	0	0	0	0	31,423	31,423
Title IV-B, Subpart 2, Promoting Safe & Stable Families (A)											
	PRE04 - PSSF Family Preservation Services (B)									10,033	10,033
	PRE06 - PSSF Family Support Services (B)									9,563	9,563
	PRE11 - PSSF Time-Limited Family Reunification (B)									10,216	10,216
	PRE12 - PSSF Adoption Promotion & Support Services (B)									11,520	11,520
	PRE13 - PSSF Community Facilitation - In Home									2,334	2,334
	PRE14 - PSSF Community Facilitation - Out-of-Home									2,224	2,224
	Subtotal	0	0	0	0	0	0	0	0	45,890	45,890
CHAFEE											
	Chafee Foster Care Independence Program - Admin and Other									14,763	14,763
	Chafee Education & Training Vouchers Program-PRCES/PRTEV									12,553	12,553
	Chafee Room And Board - PRTRB/PRRBA									3,328	3,328
	Chafee Road to Independence Program-Scholarship - PRCSS									4,019	4,019
	Subtotal	0	0	0	0	0	0	0	0	34,663	34,663
Title IV-E Adoption Incentive Award - PRAIA											
	Child Abuse Prevention Treatment Act (CAPTA) - PR008									15,057	15,057
	State Access and Visitation Program - PRSAV (A)									2,072	2,072
										0	0
	TOTAL FEDERAL CAPPED GRANTS	0	0	0	0	0	0	0	0	129,105	129,105
A	Local match required.										
B	Amount represents minimum level of budget.										
	TOTAL ALL FUNDS	2,272	17,851	28,593	94,128	0	6,358	0	13,853	2,114,086	2,277,141

Attachment II C
FY 2006-2007 – Schedule of Funding Sources
Nassau County Board of County Commissioners

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ATTACHMENT II D
FY 2007-2008 – Schedule of Funding Sources
Nassau County Board of County Commissioners

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ATTACHMENT II E
FY 2008-2009 – Schedule of Funding Sources
Nassau County Board of County Commissioners

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ATTACHMENT III

Information System Requirements

The department maintains information in the HomeSafenet Information System, herein after HomeSafenet, (formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Integrated Child Welfare Services Information System (ICWSIS). The provider must enter data into, and retrieve data from, these applicable systems. The provider shall have limited access to the Florida Abuse Hotline Information System (FAHIS).

Security

The provider shall comply with all applicable laws and procedures pertaining to security and confidentiality including, but not limited to, those listed in Attachment IV. The provider shall comply with any naming conventions, security requirements, or other specifications relating to any connection it may be allowed to make to the department's electronic information systems. The provider's own systems and premises shall be subject to inspection by the department's representatives at any time to verify compliance with security requirements. Any data communications involving the department may also be monitored by department security or systems personnel for compliance with these requirements or misuse of the systems.

In the event that the provider is allowed to electronically connect to any of the department's facilities, the department may suspend or revoke that connection at any time without notice if the department has reason to believe that the security of the department's systems may be compromised by a continuation of that connection.

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

In accordance with Florida Statutes, Florida Administrative Code and departmental standards and procedures, the provider shall be required to exercise due diligence to ensure and maintain the accuracy, timeliness, and confidentiality of information entered into, or retrieved from, these systems. It is expressly understood that the provider's violation of any Florida Statute related to the confidentiality of information, or any associated Florida Administrative Code and departmental standards and procedures (see Attachment IV), may constitute sufficient grounds for a determination that the contract has been breached.

Liability for System Failure

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

Integrated Child Welfare Service Information System

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

HomeSafenet Requirements

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

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

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

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

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

The provider shall not have access to State owned applications, e.g., HSn, ICWSIS, etc., to resolve data issues, make software changes, add programming, etc.

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

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

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

Information Technology (IT) Modernization

Modernization includes the purchase of planned or directed changes in technical sophistication application systems and equipment. The provider may purchase new or replacement IT in accordance with policy and procedures listed in Attachment IV. Replacement of department furnished IT necessary in the performance of this contract shall be procured by the provider and funded against payments made under this contract at no additional cost to the department.

The provider shall provide new or factory reconditioned parts and components when practicable in providing maintenance and repair services as described herein. All replacement units, parts, components and materials to be used in the maintenance and repair of equipment shall be compatible with existing equipment on which it is to be used and shall meet industry standards and be suitable for their intended use. If material that meets the accepted industry standard cannot be obtained, the provider must obtain the concurrence of the Zone's Information Systems Director before using alternate materials.

Annually, the provider shall provide to the Zone's Information Systems Director a replacement schedule of all department-furnished property. The replacement schedule shall identify all department-furnished property by nomenclature, age, estimated useful life, estimated replacement date, estimated replacement value, salvage value, and any projected cost savings from replacement.

Information Technology Support

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

The provider shall be responsible for their own networks and network applications, not the department, including, but not limited to, their e-mail, network operating systems, MS Windows, MS Word and other like applications. The provider further agrees to maintain a support center for their staff to call before any contact is made with the department's Customer Assistance Center and that provider's support center will make a determination that the issue is related to a State owned application, not a provider one. State owned applications shall be defined as any application developed and maintained by the department.

Local Area Network (LAN) issues shall be the provider's responsibility. The provider's LANs and the software supporting those LANs are not State owned applications or LANs until the provider transfers the original equipment or equipment they purchased during the term of the contract back to the department to replace the original equipment. Wide Area Networks (WAN) shall be the provider's responsibility for from the PC to the network point of presence that connects them to the State's WAN. The department or the State shall be responsible from the point of presence to the department's central data processing facility.

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

In the case of trouble or suspected trouble requiring the assistance of department personnel, the provider will call the department's Office of Information Systems Customer Assistance Center in Tallahassee. The Customer Assistance Center will be the initial contact point for support on provider network issues and to request assistance. The provider staff will identify such calls as fault calls, so that the appropriate level of urgency can be applied. All IT support will be documented by means of a generated work order by the department. The provider acknowledges that abuse of this technical support facility would lead to degradation in service to other providers and department users. The department reserves the right to charge for Customer Assistance Center calls that are caused by failure of provider-owned equipment outside that approved by the department or incorrect operation of the provider's equipment.

The department will make reasonable efforts to maintain constant access to the State's network and ensure that the network is available for use by the provider. The department cannot be held responsible for accidental non-availability or outages of service, or for unforeseen interruptions to service. The department shall not be held responsible for any loss or damage incurred by the provider or any other person caused by any failure of any nature on the part of third party service suppliers, to supply the provider with sufficient services and connections, to maintain the quality of service or network that the department may be endeavoring to supply.

Services to be provided include:

- Network Support of Core Service Switches and Routers
- Support of Core Service Firewalls
- Support of Network Management hardware and software
- Support of Dynamic Host Configuration Protocol (DHCP) services
- Support of Domain Name Server (DNS) services Connectivity to the internet
- Support of Simple Mail Transport Protocol (SMTP) gateway e-mail services
- Review/Replacement of core service network
- Provide premise wiring installation and maintenance

Other Services:

- Network design and architecture
- Network capacity planning
- Support of wireless networking
- Wireless design
- Network change management and problem management
- Support and hosting of Network servers and associated equipment within a department-owned computer room.

Hours of Service Availability for access to Network Support Service available Monday – Friday, from 7:00 a.m. – 5:00 p.m. excluding State holidays. Network monitoring will be staffed twenty-four (24) hours per day Monday through Saturday.

Department staff will evaluate, engineer, purchase, configure, install, troubleshoot and maintain the backbone data network switches, servers, and software as deemed appropriate by the Zone Information Systems Director.

Department staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement, then it is the responsibility of the department to pay for these repairs or replacements. The Zone Information Systems Director will be responsible for bringing in outside hardware vendors when necessary to repair or replace defective or nonfunctional components, where cost effective. Replacements will be made with "like" equipment. The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required State application(s).

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

The department agrees department personnel will assume responsibility for keeping network operating systems updated with current patches and revisions and to install and configure appropriate device access to any required State application(s).

The department shall provide network security for State-owned applications. Example: local area network servers, FAHIS, HSn and Adoption Exchange. The provider shall provide PC software and network security software products and access assistance to provider staff for non State-owned applications. Example: Seagull Corporation's BlueZone software.

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

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

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

Provider staff may optionally call the Customer Assistance Center in Tallahassee for first line of support, or they can call their own provider network helpdesk support first. If the provider's staff call the Customer Assistance Center, the provider staff will identify such calls as fault calls, so that the appropriate level of urgency can be applied. All such IT support will be documented by means of a generated work order by the department. The provider acknowledges that abuse of this technical support facility would lead to degradation in service to other providers and department users. The department reserves the right to charge for Customer Assistance Center calls that are caused by failure of provider-owned equipment outside that approved by the department or incorrect operation of the provider's equipment.

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

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

The department shall provide network security for State-owned applications. Example: local area network servers, FAHIS, HSn and Adoption Exchange. The provider shall provide PC software and network security software products and access assistance to provider staff for non State-owned applications. Example: Seagull Corporation's BlueZone software. The provider shall provide network security software products and access assistance to the provider staff for all applications.

ATTACHMENT IV AUTHORITY AND REQUIREMENTS

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

I. PROGRAMMATIC AUTHORITY (FEDERAL)

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

II. FLORIDA STATUTES

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

A. Child Welfare/Community-Based Care Program

- CH 39 Proceedings Relating to Children
- CH 61 Dissolution of Marriage; Support; Custody
- CH 63 Adoption
- CH 383 Maternity And Infancy Hygiene
- CH 391 Children's Medical Services
- CH 393 Developmental Disabilities
- CH 402 Health And Human Services: Miscellaneous Provisions
- CH 409 Social And Economic Assistance
- CH 411 Handicap Or High-Risk Condition Prevention And Early Childhood Assistance
- CH 414 Family Self-Sufficiency
- CH 415 Adult Protective Services
- CH 435 Employment Screening
- CH 455 Business And Professional Regulation: General Provisions
- CH 490 Psychological Services
- CH 491 Clinical, Counseling, And Psychotherapy Services
- CH 743 Disability Of Nonage Of Minors Removed
- CH 760 Discrimination In The Treatment Of Persons; Minority Representation

CH 827 Abuse Of Children

B. Substance Abuse and Mental Health Services

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

C. Department of Management Services

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

D. Statewide Requirements

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

III. FLORIDA ADMINISTRATIVE CODE (RULES)

A. Child Welfare/Community-Based Care Program

65C-6 Domestic Violence
65C-7 Specific Standards For Child Protection Teams
65C-8 Sexual Abuse Treatment Program
65C-9 Alien Children
65C-10 Child Protective Investigations
65C-11 Protective Services
65C-12 Emergency Shelter Care
65C-13 Substitute Care Of Children
65C-14 Group Care
65C-15 Child-Placing Agencies
65C-16 Adoptions
65C-17 Master Trust
65C-20 Family Day Care Standards and Large Family Child Care Homes
65C-21 Subsidized Child Care
65C-22 Child Care Standards
65C-23 WAGES Hardship Exemption and Prevention Services

- 65C-24 Relative Caregiver
- 65C-25 Specialized Child Care Facilities for the Care of Mildly-Ill Children

B. Substance Abuse and Mental Health Services

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

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

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

- CFOP 15-12 Procedures for Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation Report
- CFOP 30-5 Cases Requiring Entry of a Final Order
- CFOP 60-11 Policy On Domestic Violence, Chapter 1
- CFOP 60-52 Employees as Guardians Ad Litem
- CFOP 175-15 Child Welfare Legal Services
- CFOP 175-16 Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
- CFOP 175-17 Child Death Review Procedures
- CFOP 175-18 Child Care Training
- CFOP 175-19 Administrative Fines for False Reporting of Abuse, Neglect and Abandonment
- CFOP 175-20 Child Protection Teams and Sexual Abuse Treatment Programs
- CFOP 175-21 Investigative Response
- HRSOP 175-22 Diligent Search
- CFOP 175-23 Case Supervision in Initial Responses/Assessments Involving Shelter Care
- CFOP 175-24 Predisposition Study
- CFOP 175-25 Additional and Supplemental Reports
- HRSOP 175-26 Confidentiality of Children and Families Records
- CFOP 175-28 Allegation Matrix
- CFOP 175-29 Temporary Assistance for Needy Families (TANF) Funding for Services
- HRSOP 175-33 Out-Of-Town Inquiries
- CFOP 175-34 Removal and Placement of Children
- CFOP 175-36 Reports and Services Involving Indian Child
- CFOP 175-37 Sharing Records With Children
- CFOP 175-38 Reunification
- CFSOP 175-39 Change of Custody
- CFOP 175-40 Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
- CFOP 175-41 Family Assessment
- CFOP 175-42 Case Chronological Documentation
- CFOP 175-43 Courtesy Supervision
- CFOP 175-44 Services to Refugee and Entrant Unaccompanied Minors
- CFOP 175-45 Assessment of Florida Abuse Hotline Information Referrals
- CFOP 175-46 Duplicate and Sequence Merges
- CFOP 175-47 Termination of Services - General
- CFOP 175-48 Transfer of Cases Within and Between Districts

- CFOP 175-49 Reports Involving Allegations of Medical Neglect of an Infant with a Life Threatening Condition
- CFOP 175-50 Visitation and Other Contact with Children in Shelter
- CFOP 175-51 Manual Expunction of Florida Abuse Hotline Information System Records
- CFOP 175-52 Relicensing Child-Placing Agencies
- CFOP 175-54 Interstate Compact on the Placement of Children
- CFOP 175-55 Priority Placement under the Interstate Compact on the Placement of Children
- CFOP 175-56 Reports Involving Families Residing on Federal Property
- CFOP 175-57 Caller Identification
- CFOP 175-58 Relicensing of Family Foster Homes and Emergency Shelter Care Homes
- CFOP 175-59 Master Trust for Benefit of Family Safety and Preservation Program Clients
- CFOP 175-60 State Institutional Claims for Damages Caused by Shelter or Foster Child
- CFOP 175-61 Exit Interviews for Children in Shelter/Foster Care
- CFOP 175-62 Expediting Permanency for Abandoned Infants
- CFOP 175-64 Family Foster Home Waivers
- CFOP 175-67 Finalized Adoption Cases and Automated System Client Identifiers
- CFOP 175-69 Hospital/Emergency Room Child Abuse Reports
- CFOP 175-70 Funeral Arrangements for Children in Foster Care
- CFOP 175-71 Title IV-E Foster Care and Adoption Subsidy
- CFOP 175-72 New Children In Families With Active Investigations Or Case Services Or Where Involuntary Termination Of Parental Rights Has Occurred In The Past
- CFOP 175-76 Employees Involved In Reports Of Abuse, Neglect, Abandonment Or Exploitation
- CFOP 175-77 WAGES/Hardship Exemption - Substitute Care Review
- CFOP 175-79 Relative Caregiver Program
- CFOP 175-80 Independent Living Services (Ages 16 to 21)
- CFOP 175-81 Subsidized Independent Living (SIL)
- CFOP 175-83 Identification of Children
- CFOP 175-85 Prevention, Reporting and Services To Missing Children
- CFOP 175-86 Dependency Court Intervention In Cases Of Abuse Or Neglect By Non-Custodial Parents
- CFOP 175-88 The Prevention And Placement Of Child Victims And Aggressors Involved In Child-On-Child Sexual Abuse, Sexual Assault, Seduction Or Exploitation In Substitute Care
- CFOP 175-89 Filing Of Petition For Release Of Abuse Records To The Public
- CFOP 175-90 "Extraordinary Circumstances" For Extension Of Case Plans
- CFOP 175-91 Abuse And Neglect Clearance Of Informal Child Care Providers
- CFOP 175-93 TANF Uses in Family Safety
- CFOP 175-94 Direct Access To Information for Background or Criminal History Checks for Investigations, Emergency Placements, and Out of the Ordinary Circumstances
- CFOP 175-96 Coordination of Services Including Mental Health and Substance Abuse Services for Youth in the Care and Custody of DCF and Served by the DJJ
- CFOP 175-97 Interstate Compact on Adoption and Medical Assistance.
- CFOP 215-6 Incident Reporting and Client Risk Prevention

V. MISCELLANEOUS

A. Department of Children and Families Operating Procedures

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

B. Information Systems Operating Procedures

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

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

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

ATTACHMENT V
Tangible Personal Property Requirements

1. Definitions.

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

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

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

2. Transferred Property.

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

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

3. Property Items Purchased by Provider.

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

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

4. Disposition.

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

5. Termination.

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

6. General.

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

ATTACHMENT VI

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

In order to support the state's transition to community-based care, the department has allocated a portion of the Child Welfare Training Trust Fund to contracted community-based care providers to provide resources for in-service and foster/adoptive parent training activities.

The foster/adoptive parent allocation is a combination of Title IV-E, TANF and state funds and is claimed at the Title IV-E Training rate of 75% federal funding participation (FFP) by the department.

The pre-service and in-service training allocation is a combination of Title IV-E, TANF and state funds and is claimed at the Title IV-E administrative rate of 50% FFP by the department. Although these funds are considered administrative funds from an invoicing perspective, these funds are also part of the Child Welfare Training Trust Fund, which is legislatively mandated to fund only child welfare training activities.

To ensure that the legislative intent is maintained, each provider must submit semi-annual training reports for the purposes of documenting expenditures for training activities.

Allowable Expenditures:

Pre-service and In-service Training Allocation: The pre-service and in-service portion of the training allocation may be used to provide department-approved courses that leads to the certification of child welfare professionals and to support any training activity that the provider has identified as necessary to improve the skills and performance of provider staff. The allocation is limited to training activities, but **is not** limited to training that is specifically tied to eligible Title IV-E administrative activities.

Foster/Adoptive Parent Training Allocation: The foster/adoptive parent training allocation may be used for Model approach to Partnerships in Parenting (MAPP) training or Positive Parenting Skills training, which the department claims at the enhanced rate of 75%. Any other training curricula provided to foster/adoptive parents must first be approved by the department and submitted to the federal Agency for Children and Families (ACF) as part of the departments Five Year Plan prior to the provider requesting reimbursement for these expenditures.

Semi-Annual Reporting:

Each provider must complete a semi-annual training expenditure report, which is due to the contract manager no later than **February 1** and **August 1** (or next business day).

a. For training purchased by the provider:

- A minimum of a one paragraph overview of the training activity.
- Vendor's name.
- Number of participants.
- Total cost.

b. For training provided by the provider's staff, where the staff is not paid from this allocation:

- A minimum of a one paragraph overview of the training activity.
- Number of participants.

- Total cost.
- c. For provider's staff hired as in-house training staff using the in-service allocation in full or part of salary and benefits:**
- A copy of the staff member's position description.
 - The total amount of the allocation dedicated to the staff member.
 - The purpose and dollar amount of any travel, supply or other costs related to training delivered by the in-house staff member which is paid for out of the in-service allocation.
- d. For pre-service training arranged by the provider:**
- Names of the certified trainers who conducted the pre-service training.
 - Names of the candidates who participated in the training.
 - Name of the candidates who passed the post-test and met the certification requirements.
 - A statement verifying that the provider met all of the requirements of the Statewide Training Academy, Child Protection Professional Certification Program.

If no expenditures occurred during the six month reporting period, a memo stating that no funds were expended between July 1st and December 31st or January 1st and June 30th should be developed and submitted to the contract manager in lieu of any of the above reports.

Questions:

If there are any questions related to the report elements or if the provider would like to receive approval for a different foster/adoptive parent training activity, which can be considered for reimbursement at the 75% FFP, please contact your contract manager directly.

Revised 1-10-06

ATTACHMENT VII

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

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

- B. Department of Children & Families
ASFMI
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

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

4/1/05

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

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

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

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

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

PART IV: RECORD RETENTION

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

04/1/05

ATTACHMENT VIII
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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



Signature

March 13, 2006

Date

Thomas D. Branan, Jr.

Name of Authorized Individual

DJ992

Application or Contract Number

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

Name and Address of Organization

ATTACHMENT IX

Comprehensive Residential Group Care Services Program

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

A. SERVICES TO BE PROVIDED

1. Definition of Terms

The following terms are defined as used in this attachment:

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

contact for the child, family and other stakeholders.

- d. Case Manager/Family Liaison - The provider personnel who are responsible for providing direct case management services to children, birth families, relatives, other concerned parties and foster families in the home setting, community, daycare, preschool, and/or school to ensure they receive services appropriate to their needs, and continuity of care focused on resolving or preventing the issues of child abuse or neglect. The case manager/ family liaison provides assessment, planning, linkage, coordination, monitoring, evaluation, court work, and advocacy to the child, family, and foster families. The case manager/family coordinator works as a team member with the foster parents, Guardian Ad Litem, and other appropriate professionals.
- e. Caregiver – The caregiver may be any combination of the following: foster parent, biological or adoptive parent, relative caregiver or other relative significant to a child, families who are applying to become an adoptive or foster parent, employees of the provider.
- f. Child with Extraordinary Needs - A dependent child who has serious behavioral problems or who has been determined to be without the options of either reunification with family or adoption.
- g. Child Resource Record – A standardized folder for each child which contains the basic legal, demographic and known medical information pertaining to a specific child, as well as the medical passport and any documents necessary for the child to receive medical treatment. This folder follows the child to each placement and remains in the care of the provider. It accompanies the child to every health care visit so the medical information may be shared with the healthcare provider or updated as appropriate.
- h. Dependent Child - Any unmarried person under the age of eighteen years who has not been emancipated by order of the court and who is found by the court, pursuant to Chapter 39, F.S. to have been or is at substantial risk of imminent abuse, abandonment, or neglect by the child's parent, parents, or legal custodians.
- i. Facility - The building(s) and physical location of a licensed residential child caring agency where children receive care and supervision.
- j. Family foster home - a private residence in which children who are unattended by a parent or legal guardian are provided 24-hour care. Such homes include emergency shelter family homes and specialized foster homes for children with special needs. A person who cares for a child of a friend for a period not to exceed 90 days, a relative who cares for a child and does not receive reimbursement for such care from the state or federal government, or an adoptive home which has been approved by the department or by a licensed child-placing agency for adoption is not considered a family foster home.
- k. Legal Custodian –The person or entity in whom the legal right to custody is vested. For the purposes of this service and in accordance with Chapter 39, F.S., when the phrase parent or legal custodian is used, it refers to rights or responsibilities of the parent and, only if there is no living parent with intact parental rights, to the rights or responsibilities of the legal custodian who has assumed the role of the parent.
- l. Legal Guardianship – A judicially created relationship between the child and caregiver that is intended to be permanent and self-sustaining and is provided pursuant to the procedures of Chapter 744, F.S.

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

- v. Transitional Services – Specific steps and services, based on a Comprehensive Transitional Plan, that are provided to prepare a child for a permanent living arrangement upon leaving the program.
- w. Twenty-Four Hour Awake Supervision – The requirement that personnel are awake and are responsible for monitoring and supervising children during the entire twenty-four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.
- x. Twenty-Four Hour Continuous Supervision – The requirement that personnel are present and are responsible for monitoring and supervising children during the entire twenty-four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.

2. General Description

a. General Statement.

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

b. Authority.

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

c. Scope of Service.

Comprehensive Residential Group Care Services Program in Nassau County shall provide services for dependent children. These services shall include but not be limited to: food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel to the child's home for visitation. In the case of licensed residential child caring facility care, such term shall include the reasonable costs of administration and operation of such facility as are necessarily required to provide the items described in the preceding sentence.

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

d. Major Program Goals.

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

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

3. Clients to be Served

a. General Description.

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

b. Client Eligibility.

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

c. Client Determination.

- (1) The provider shall determine client eligibility and make referrals for services, based on a subcontractor's written admission criteria, which is based on 65C-14, F.A.C., and s.409.175 F.S.
- (2) Except as provided in s. 39.407, F.S., any dependent child 11 years of age or older who:
 - (a) has been in licensed family foster care for 6 months or longer;
 - (b) is then moved more than once;
 - (c) is a child with extraordinary needs must be assessed for placement in licensed residential group care.

- (3) The provider is not prohibited from assessment and placement of children who do not meet the criteria of children with extraordinary needs in residential group care if such placement is the most appropriate placement for such children.
- d. Contract Limits. No child who meets the requirements of an approved admission criteria shall be denied admission, if there is a vacancy, and once admitted no child shall be released until permanency goals are achieved.

B. Manner of Service Provision

1. Service Tasks

a. Task List.

The provider shall:

- (1) Comply with s. 409.1677(3)(c), 409.1677(3)(i), and 409.1677(3)(j) F.S.
- (2) In accordance with 65C-14, F.A.C., s. 409.1676(4), F.S., and this contract, for each child in care provide or arrange for appropriate services.
- (3) Comply with s. 409.1671 and 409.1679(2), F.S., participate in an annual evaluation and provide an annual report.
- (4) Establish and assign a Permanency Team, prior to or on the date of admission, to each child in care that shall perform the following tasks:
 - (a) Meet a minimum of one time each calendar month to review each child's treatment plan.
 - (b) The documented review shall ensure that:
 - (i) each child's service plan contains permanency goals that are consistent with the child's court approved case plan permanency goals;
 - (ii) permanency goals are established in consultation with the child welfare legal counsel assigned to the child's case to ensure that goals recommended are consistent with ss. 39.621, 39.622 and 39.623, F.S.;
 - (iii) specific expectations are identified as to the time period necessary for the achievement of these permanency goals, which goals and time period are consistent with P. L. 105-89, The Adoption and Safe Families Act of 1997 and Chapter 39 F.S.;
 - (iv) each child's case file have a written Progress Report 45 calendar days prior to the Judicial Review dates and permanency hearing dates stating the child's progress or lack thereof in working towards and achieving permanency goals and education goals;

- (v) each child's case file have a written Comprehensive Transitional Plan 90 calendar days prior to each child's anticipated release date that identifies each child's living arrangement upon leaving the program, and specific steps and services that are being provided to prepare for that arrangement; and
 - (vi) each child's case file has a list of the names, position titles, telephone numbers, and role of each permanency team member who has participated in the permanency team.
- (5) Provide case management services in accordance with s. 409.1676(5), F.S., and Chapter 39 F.S.
 - (6) The case manager/family liaison will develop and maintain a direct working relationship with mental health professionals, community agencies and the child's own support system.
 - (7) Residential Group Care homes will be provided for children who meet admissions criteria approved by the Lead Agency. The group homes will provide 24-hour awake staff or live in group home parents or staff with an appropriate array of services.
 - (8) The services provided in each of the group homes shall be as follows: Medicaid Comprehensive Behavioral Assessment for stabilization, Comprehensive Assessment, treatment plan, in-home therapeutic services, educational and vocational services, and recreational services.
 - (9) Ensure that its assessment procedures comply with s. 39.523(1) and 39.523(2), F.S.
 - (10) Comply with s. 409.1676 (2)(b), F.S.
 - (11) The provider shall maintain a current written policy on Release Planning and Aftercare Services that includes an individualized Release and Aftercare Report and a Comprehensive Transitional Plan for each child released.
 - (12) The provider shall administer the Department Client Satisfaction Survey in accordance with paragraph B.5.a. of this attachment to a representative sample of caregivers at the six month anniversary of hiring date and annually thereafter.
 - (13) Each child must have a comprehensive transitional plan that identifies the child's living arrangement upon leaving the program and specific steps and services that are being provided to prepare for that arrangement.
 - (14) The court must be provided with therapeutic documentation that supports the determination and in accordance CFOP 175-88, The Prevention and Placement of Child Victims and Aggressors Involved in Child-On-Child Sexual Abuse, Sexual Assault, Seduction or Exploitation in Substitute Care for all children when siblings are separated in placement, within 30 days of separation.
 - (15) The provider shall complete the CFOP 175-61, Exit Interviews with Children in Shelter/Foster Care form or a department approved substitute form for children exiting foster care placements.

(16) Comply with s. 409.1671(1)(f) and s. 409.1671(1)(h), F.S. regarding insurance.

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

2. Subcontractors

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

3. Service Location and Equipment

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

**86004 Christian Way
Yulee, Florida 32097**

4. Deliverables

a. Reports

- (1) Monthly Management Performance Report shall be prepared and submitted by the provider to the department's contract manager with the monthly request for payment. The reports shall include, but is not limited to:
- (a) number of children assessed for comprehensive residential group care program;
 - (b) total number of children placed in comprehensive residential group care program;
 - (c) number of new children placed in comprehensive residential group care program for the reporting month;
 - (d) number of sibling groups placed in comprehensive residential group care program;
 - (e) number of new sibling groups placed in comprehensive residential group care program for the reporting month;
 - (f) number of sibling groups that experience an unapproved move from one living environment to another for the reporting month;
 - (g) number of children that experience an unapproved move from one living environment to another for the reporting month;
 - (h) number of Comprehensive Transitional Plans due for the reporting month;
 - (i) number of Comprehensive Transitional Plans completed for the reporting month;
 - (j) number of children that experience a runaway episode for the reporting month, and
 - (k) number of children that experience an unapproved change of academic settings for the reporting month.
- (2) Release and Aftercare Report (Comprehensive Transitional Plan) shall be prepared by the provider's Permanency Team 90 calendar days prior to the child's anticipated release date from a comprehensive residential group care program. The report shall include, but is not limited to:
- (a) objective and measurable goals;

- (b) date report prepared;
 - (c) date report sent to the family services counselor;
 - (d) name of family services counselor to whom the report was sent;
 - (e) child's anticipated release date, specific time period necessary for the achievement of permanency goals;
 - (f) identifies the living arrangement after release;
 - (g) specific steps and services that are being provided to prepare for that arrangement;
 - (h) documents start date of transition services;
 - (i) describes the transition services;
 - (j) length of transition services;
 - (k) treatment and placement goals consistent with individualized service plan and court approved case plan;
 - (l) an assessment of the child's goal achievement as identified in the Service Plan;
 - (m) statement of remaining needs;
 - (n) recommendations for services and referrals for the child following release and
 - (o) the name, address, telephone number and relationship of person or agency to whom the child is being released.
- (3) Monthly Statistical Report shall be prepared and reconciled with the monthly request for payment prior to submission, by the provider's subcontractors, for each child for whom the provider is submitting a monthly request for payment. The report shall include, but is not limited to the following information
- (a) each child's name, date of birth, and social security number;
 - (b) each child's date of admission;
 - (c) for each child released:
 - (i) date Release and Aftercare Report (Comprehensive Transitional Plan) completed;
 - (ii) date Release and Aftercare Report (Comprehensive Transitional Plan) was submitted to the family services counselor; and
 - (iii) date child released.
 - (d) number of calendar days in care during the calendar month for each child;
 - (e) number of absent days for each child (if applicable) and documentation of written approval to bill for an absent day;
 - (f) each child's county of referral; and
 - (g) each child's family services counselor name and telephone.
- (4) In the event that these services are subcontracted under a fixed price payment agreement, the provider shall prepare and submit to the contract manager written line item budgets and budget narratives in accordance with the format and contents provided by the contract manager upon notification of the executed subcontract agreement. The budgets and budget narrative shall include a total agency actual expense and revenue report. The document must specify, at a minimum, the number of additional beds, the average rate per bed, the number of additional persons served, and a description of the enhanced and expanded services provided. These reports shall be submitted in accordance with the following schedule:

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

b. Records and Documentation

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

5. Performance Specifications

a. Performance Measures (Outcomes & Outputs).

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

- (10) 95 percent of the caregivers must be satisfied with the program.
- (11) Each child's permanency goals shall be achieved according to the child specific service plan.
- (12) 100 percent of the children served shall receive a full academic year of appropriate education instruction.
- (13) 100 percent of the children served shall demonstrate academic progress and must be performing at a grade level or at a level commensurate with a valid academic assessment.

b. Evaluation Methodology.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

denominator- number of eligible cases that had assessments completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Performance Definitions.

- (1) Treatment Plan – The collective and integrated case plan, service plan, permanency plan goals, comprehensive assessment, placement agreement, and comprehensive transitional plan.
- (2) Turnover shall be defined as direct care staff who resign or are terminated before attaining 24 months in a caregiving role in the program.

- (3) The caregiver is the foster parent(s) and personnel responsible for the care and supervision of the children.

6. Provider Responsibilities

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

C. Method of Payment

1. Payment for the Comprehensive Residential Group Care Services Program will be made under the cost reimbursement payment process. The department agrees to reimburse the provider for allowable expenditures incurred in the delivery of services provided in accordance with the terms of this attachment. Specific funding sources and amounts for the Comprehensive Residential Group Care Services Program are listed in Attachments II A as Enhanced Residential Group Care Restricted Funds and in Attachment II B through II E, under Comprehensive Residential Services Program SB 1214.
2. Pursuant to section 409.1671(1)(a), F. S., that requires the department to transfer all related community-based care funding to the appropriate lead agency and pursuant to section 409.1671(8), F. S., these funds appropriated by the legislature are provided to fund comprehensive residential group care program expenditures incurred throughout the state fiscal year beginning July 1, 2001 and subsequent fiscal years.
3. The provider acknowledges that the Legislature may establish a per diem rate and the provider agrees that it will abide with that legislatively established per diem rate.
4. Invoice Requirements. The provider shall request payment on a monthly basis through submission of a properly completed invoice per the submission schedule identified in Attachment I, Section C. Method of Payment.

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

- a) Transmittal letter;
- b) The approved CBC invoice form;
- c) Certification statement pertaining to compliance with section 287.0585, F.S., which directs prompt payment to subcontractors;
- d) Supporting documentation, including:
 - 1) ICWSIS generated Other Cost Accumulator (OCA) roll-up report
 - 2) Evidence of reconciliation of the OCA roll-up report against actual payments with each subsequent invoice.

5. **Supporting Documentation Requirements:** The provider 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) that the services were provided so that an audit trail documenting service provision can be maintained. This includes each child's name, social security number (or pseudo number), date of birth, number of calendar days served and dates served for each child served during the month for which payment is being requested.
6. **Minimum Invoice Requirements.**
 - a. provider's name, mailing address, contract number, and Federal I.D. number; and,
 - b. date and signature of the provider's authorized representative attesting to the accuracy of the invoice.
7. The provider has no standing to apply for or to retain Social Security, SSI, or any other benefits for any foster care child for which the department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the provider shall be paid to the department as the legally constituted representative payee on behalf of any such child.
8. **Federal or State Audit.** Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations or an incorrect claim shall be repaid to the department by the provider upon discovery.
9. **Fees.** No fees shall be imposed by the provider or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.
10. **Third Party Payments.** The funding available in this contract is for service excluding all successfully billed third party payments including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the provider's location or at the subcontractor's locations for inspection by the department.
11. **Medicaid Billing Clause.** The department and the provider specifically agree and acknowledge that the Medicaid program is the payor of last resort, and
 - a. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by another liable third party, and
 - b. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable third party, and
 - c. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor, and
 - d. The provider shall identify and report Medicaid earnings separate from all other fees, and
 - e. Medicaid earnings cannot be used as local match, and
 - f. The provider shall ensure that Medicaid payments are accounted for in the compliance with federal regulations, and
 - g. In no event shall both Medicaid and the department be billed for the same service.

D. Special Provisions

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