

SUBCONTRACTOR AGREEMENT

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

RECITALS:

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

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

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

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

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

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

ARTICLE I **Definitions**

1.1 **Abuse**: Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. (Abuse of a child includes acts of omissions. Corporal discipline of a child by a parent or legal custodian, for disciplinary purposes, does not in itself constitute abuse when it does not result in harm to the child.)

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

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

1.4 Calendar Day: A twenty-four hour day.

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

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

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

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

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

1.10 Children Served: The number of children in families accepted and determined eligible, who receive services under this subcontract.

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

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

1.13 Community-Based Care Lead Agency: A not-for-profit provider or governmental entity with whom the department contracts for the provision of services, in accordance with s. 409.1671 F.S.

1.14 Department: The Florida Department of Children and Families, unless otherwise stated.

1.15 Failure to Thrive: A condition of infants characterized by weight or height falling below the 5th percentile for age. This condition may be caused by organic or inorganic reasons.

1.16 Face to Face Contacts: Direct contact with the family.

1.17 Families Served: The number of families accepted and determined eligible.

1.18 Family: A collective body of persons consisting of a child and a parent, legal custodian, or adult relative.

1.19 Family Facilitator (FF): The First Coast Family Center professional assigned to provide in-home support services to eligible families.

1.20 Family Plan: A written plan developed between the FF and the family. It outlines the goals, objectives and projected completion dates of the services to be provided. The plan must be reviewed and amended as needed every three months.

1.21 Initial Needs Assessment (INA): The document used to explore the family dynamics and history which is completed within two months from initial contact with the family. INA is not required for short-term cases.

1.22 Neglect: When a parent, adult household member, or other person responsible for the child's welfare deprives a child of, or allows a child to be deprived of, necessary food, clothing, shelter, or medical treatment or permits a child to live in an environment when such deprivation or environmental causes the child's physical, mental, or emotional health to be significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial hardship unless actual services for relief have been offered to and rejected by such person.

1.23 Parent Aide: The First Coast Family Center employee who provides in-home support services to eligible families.

1.24 Primary Prevention Services: Actions aimed at preventing child abuse or neglect from occurring for the first time in a family. Services may include but are not limited to: community awareness, information and referral, parent support groups, community education seminars and workshops.

1.25 Receipt of Referral: The date and time the department or contracted provider of the department contacts the provider to refer a family for services.

1.26 Risk Assessment Observation Form: A form completed by the FF after the initial home visit to document risk factors within the family.

1.27 Secondary Prevention Services: Services voluntarily offered to families who are vulnerable to and have been determined to be at risk of child abuse or neglect. Services may include, but are not limited to parent education, both-home and group based, respite, after school and recreational programs with an educational component, health and nutrition education, mentoring/tutoring services, prenatal/perinatal services, teen parent/pregnancy programs.

1.28 Short-Term Cases: Families opened for services for a period of less than six months.

1.29 Tertiary Prevention Services: Court ordered or voluntary services offered to families who have been identified by an investigative authority as abusive or neglectful. These intensive services, designed to prevent the recurrence of abuse or neglect, are considered Family Preservation Services. Services may include, but are not limited to: parent education, both in-home and group based, respite, and intensive crisis counseling.

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

ARTICLE II **Subcontractor's Responsibilities**

2.1 Services. The Subcontractor shall provide services to eligible consumers in accordance with the service specific requirements described, attached hereto (Attachment 1) and incorporated herein by reference. Services to be provided by the Subcontractor hereunder to an eligible consumer shall be coordinated by the FM Counselor in a court/community related case.

2.2 Manner of Service Provision. The Subcontractor shall abide by the provisions of the contract, as approved by the Board of County Commissioners of Nassau County as executed by FMNC Contract, incorporated herein by reference,.

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

2.4 FMNC's Quality Assurance/Quality Improvement Program. The Subcontractor shall assist and cooperate with FMNC's Quality Assurance/Quality Improvement Program. FMNC will review subcontractor files periodically, but at least annually, to determine provider compliance with the terms and conditions of the subcontract and to

ensure federal, state and other requirements associated with the service purchased is in compliance. When indicated, FMNC will require corrective action plans and trainings as needed. The subcontractor shall provide all necessary data and records and permit FMNC to conduct review's and audits at the subcontractor's site.

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

2.6 Records.

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

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

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

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

(e) Inspection. At all reasonable times for as long as the records are maintained, persons duly authorized by FMNC, the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access

to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

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

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

2.7 Client Rights and Grievance Process. The subcontractor shall prominently display information as to a consumer's access to the Florida Local Advocacy Council to file a complaint regarding Services. The subcontractor shall also make accessible and distribute FMNC brochures that outline consumer rights, to ensure consumers are informed of access to individuals willing to advocate for their needs.

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

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

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

2.11 Compliance with Law. The subcontractor shall, at all times during the term of this agreement, comply with, and provide all services required hereunder in accordance

with, all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act (as amended); the Americans with Disabilities Act; the Pro-Children Act of 1994; and Chapters 39 and 409, Florida Statutes.

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

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

2.14 Credentialing. The subcontractor and its employees shall comply with FMNC's credentialing and re-credentialing procedures and requirements, and the subcontractor shall immediately notify FMNC in writing of any material change in any credentialing information previously provided to FMNC.

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

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

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

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

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

ARTICLE III
Obligations of Family Matters of Nassau County (FMNC)

3.1 FMNC's Quality Assurance/Quality Improvement Program. FMNC shall establish and implement FMNC's Quality Assurance /Quality Improvement Program, review subcontractor files periodically, but at least annually, to determine provider compliance with the terms and conditions of the agreement and to ensure federal, state and other requirements associated with the service purchased is in compliance. FMNC will require corrective action plans and trainings as needed.

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

ARTICLE IV
Compensation

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

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

4.3 Request for Payment. The subcontractor shall request reimbursement on a monthly basis through submission of a properly completed invoice within 10 calendar days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The Invoice and the documentation must be submitted to the FMNC contract manager. An Invoice returned to the subcontractor due to preparation errors will result in a payment delay. The subcontractor acknowledges that in the event of nonpayment by FMNC for

any reason, the department shall have no liability for payment of any of the subcontractor's expenses or obligations incurred under this agreement.

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

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

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

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

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

4.9 Reimbursement for Travel Expenses. The subcontractor agrees to comply with the provisions of Section 112.061 Florida Statutes, for the documentation of all travel expenditures. Out of state travel expenses are non-reimbursable items.

ARTICLE V
Insurance and Indemnification

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

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

ARTICLE VI
Term of Agreement/Termination

6.1 **Term.** This agreement will be effective from July 1, 2006 through June 30, 2007. This is a twelve month agreement and may be renewed on a yearly basis, up to three years beginning July 1, 2007. Such renewals are contingent upon satisfactory fiscal and program performance reviews as determined by the Board of County Commissioners as recommended by FMNC and annual amounts shall be negotiated subject to the availability of funds. Each renewal shall be confirmed in writing by the subcontractor and the Board of County Commissioners and will be subject to the terms and conditions set forth in the original contract and its amendments.

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

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

(a) FMNC will be responsible for payment of subcontractor's fixed expenses, including salaries and benefits, during the transition period. Definition of fixed expenses would be discussed and agreed to. Use of unencumbered funds could not occur without the express consent of FMNC during the transition period.

(b) The subcontractor will need prior authorization from FMNC to spend client related service funds during the transition period.

(c) All elements of the subcontract remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions will occur only following written agreement of both parties.

(d) Within thirty days following receipt of the termination notice, the subcontractor will submit for approval provisions and timelines for the preparation and transfer of existing personnel, for informing and educating consumers, staff, stakeholders, and others where appropriate.

(e) Within thirty days following receipt of the termination notice, the subcontractor will submit for approval provisions and timelines for the orderly transfer of contract related records.

(f) Within thirty days following receipt of the termination notice, the subcontractor will furnish financial reports including, but not limited to expenditure detail from the effective date of the contract through the month preceding the date of the termination notice.

(g) Within thirty days following receipt of the termination notice, the subcontractor will furnish a copy of all of the sub-contracts held by the subcontractor along with the year to date expenditure reports for each.

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

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

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

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

6.5 Termination With Notice Bankruptcy. Notwithstanding Section 6.1 above, this agreement shall immediately terminate upon written notice by one party to the other party in the event the other party becomes "bankrupt" as defined herein. As used

herein, a party shall be deemed to be "bankrupt" if (a) an involuntary petition under any bankruptcy or insolvency law is filed with respect to a party or a receiver of, or for the property of, such party is appointed without the acquiescence of such party, which petition or appointment remains undischarged or unstayed for an aggregate period of sixty days (whether or not consecutive); or (b) a voluntary petition under any bankruptcy or insolvency law is filed by or on behalf of such party, or a receiver of, or for the property of, such party is acquiesced in by such party, or such party does any similar act of like import.

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

6.7 Provision of Services Upon Termination. Upon termination by either party, the subcontractor shall continue to provide services under the terms and conditions of this agreement to any eligible consumer who was being served by the subcontractor on the termination date until FMNC makes provision for the assumption of such services by another organization or program. The subcontractor shall be eligible for compensation for the services rendered to eligible consumers under this Section 6.7 on a fee-for-service basis agreed to by FMNC and the subcontractor in advance based upon the number of eligible consumers served by the subcontractor after the termination date.

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

ARTICLE VII **Dispute Resolution**

7.1 Dispute Resolution. Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Subcontractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Family Matters of Nassau County (FMNC) and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior

to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of FMNC or their designee and a representative of the Subcontractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of FMNC or his/her designee, and the County Attorney and the County Administrator and the Director of FMNC or their designee(s) shall meet with the Subcontractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Subcontractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Subcontractor. Subcontractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE VIII **General Provisions**

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

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

8.3 **Attorney's Fees.** Fees in connection with any litigation, including appellate proceedings or bankruptcy proceedings, arising under this agreement, shall be borne by the subcontractor.

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

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

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

8.7 Change in Law or Regulations. Should any federal or state statute, regulation, or rule now existing, or enacted or promulgated after the effective date of this agreement, be enacted or interpreted by any court, governmental body, or agency having jurisdiction over the subcontractor or FMNC during the term of this agreement so as to materially affect the ability of a party to perform any provision of this agreement, then the parties shall forthwith and in good faith amend the provision of this agreement affected by such action as reasonably necessary to comply with such law, regulation, or rule. Any such amendment shall preserve the underlying economic and financial arrangements between the parties hereto.

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

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

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

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

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

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

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

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

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

8.17 Modification. No modifications of this Agreement shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a supplemental agreement.

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

First Coast Family Center
1965 Beachway Road, Suite 109
Jacksonville, FL 32307
904-348-3251

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

Sallie O'Hara
1965 Beachway Road, Suite 109
Jacksonville, FL 32207

The Director of FMNC is:

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

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

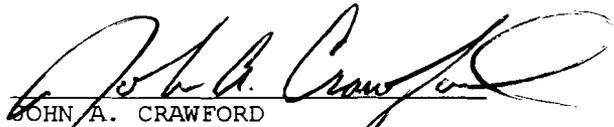
Sallie O'Hara, Executive Director
First Coast Family Center
1965 Beachway Road, Suite 109
Jacksonville, FL 32207

IN WITNESS THEREOF, First Coast Family Center and the Board of County Commissioners have duly executed this agreement effective July 1, 2006

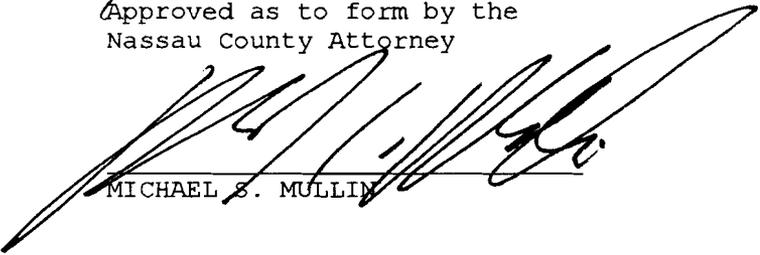
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, Jr.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

Federal ID No.: 59-3060241
D.B.A., First Coast Family Center
1965 Beachway Road, Suite 109
Jacksonville, FL 32207

By:  Date: 6-30-06
Peter Hallock, President of the Board

ATTACHMENT I

A. Services to be Provided

1. General Description

a. Program Description – In-home parent education/case management services will be provided by Parent Aide Family Facilitators-bachelor's level professionals and trained facilitators of Dr. Bavolek's Nurturing Program. The Family Facilitator meets with each family on a weekly basis for the first three months of the program and bi-weekly from three months until closure of the case. Cases may remain open between six and twelve months. Upon opening a case, an Initial Needs Assessment (INA) is completed, and a family plan is created with the help of the family. The Family Facilitator will utilize the Nurturing Parenting Program-an evidenced-based program recognized by the National Registry of Effective Programs and Practices, SAMHSA, the Child Welfare League of America, OJJDP, and the Center for Substance Abuse Prevention, along with other parenting resources to complete goals related to parenting and child development. Depending on the specific needs of the family, a Family Facilitator may cover areas including budgeting, household management, stress management, and anger management. Parent Aide services include educational instruction and moral support designed to assist the family in learning skills necessary to provide a safe, stable, and nurturing environment for their child(ren). Specialty needs, such as drug/alcohol counseling, individual/family therapy, etc., will be accommodated by referral to appropriate community-based agencies and programs that may provide services to the family.

Parent Aide services are free, voluntary, and provided in the family's home. Parents and caretakers who struggle with transportation concerns benefit through this method of service delivery. Providing services in the home environment offers the opportunity to observe factors influencing the family's situation and allows for observation of learned skills. Parent Aide services are designed to address both immediate, critical needs which, left unattended, could result in the children) being removed from the parent or caretaker's home, as well as long-term needs that, when addressed, help enhance the family's ability to provide safe, nurturing homes. In the exceptional case, services may be provided at a location most convenient for the family.

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

c. Major Program Goal - The primary goal of the Parent Aide Program is to replace patterns of abusive behaviors with effective skills in non-violent

parenting, strengthen positive and healthy parent-child relationships, and strengthen parents' potential in resolving their difficulties so that children may remain in their homes.

d. Scope of Service

(1) These In-Home Wrap Around services shall be provided to individual families in Nassau County.

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

(3) Performance Standards:

- A minimum of 85% of families who enroll in Parent Aide Services shall complete at least 6 months of service.
- At least 90% of families involved with programs for six months or more shall achieve case closure with a successful completion indicating that objectives and goals outlined in the Family Plan were completed.
- 100% of families who complete at least three (3) months of service shall be requested to complete the Client Satisfaction Survey.
- 85% of families who complete at least 3 months of service or more shall complete the Client Satisfaction Survey.
- At least 80% of families who complete the Client Satisfaction Survey will indicate a satisfaction with services provided.
- 100% of personnel records will contain appropriate, up-to-date documentation of education, training, required experience, and background screening results.
- At least 95% of case files reviewed will contain all contractually required documentation.
- Generally accepted accounting procedures and practices will be utilized so that 100% of records and documents reflecting revenues and expenditures of funds are complete and accurate.
- 100% of appropriate supporting documentation will be submitted with each contract invoice.

- 100% of contract invoices will be submitted in a timely manner.
- 100% of positions will be utilized as specified in each program contract.
- 100% of program inventory will be updated and accurate to the date of inventory certification.

(4) Records and Documentation

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

- (a) family demographics
- (b) copy of the referral form that documents eligibility or ineligibility
- (c) copy of the confidentiality form
- (d) copy of any releases
- (e) copy of the Client Data form
- (f) copy of the Family Plan and updates
- (g) copy of the Risk Assessment observations
- (h) copy of the Initial Needs Assessment form, EXHIBIT C.
- (i) log of telephone contacts to include the following information: name of person contacted, date, and purpose of call.
- (j) copy of the Referral Feedback form.
- (k) copy of the End of Service Summary.
- (l) progress notes: date of contact, name of staff, what was discussed, summary of appointments and next steps.
- (m) copy of Client Satisfaction Survey

(2) A separate personnel file for each employee or volunteer shall be maintained by the provider. The personnel file shall include, but is not limited to, the following documentation:

(a) Education, training, and related experience that is used to determine the required minimum qualifications for the position held by the employee or volunteer.

(b) Level 2 employment screening results, as specified by Chapter 435, F.S., and

(c) A signed copy of the Security Agreement Form, Form CF-114, if applicable.

(d) A completed copy of the application for employment and documentation of prior employment reference checks.

(e) Pre-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session. Pre-service training must document 20 hours of required training prior to client contact.

(f) In-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session. A minimum of 20 hours a year is required.

(g) Copies of Continuing Education Units for licensed professional employees who will use Continuing Education Units to meet in-service training requirements, and

(3) A separate recruitment file for each vacant position shall be maintained by the provider. The purpose of the recruitment file is to document the provider's attempts to fill vacant positions. The recruitment files shall include, but are not limited to, the following information:

(a) Documentation of advertisement for each position, including the dates the position is advertised.

(b) Dates of interviews for the vacant position.

(c) Date vacant position is filled.

2. Clients to be Served

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

(1) Identified families at risk of abuse or neglect,, with a child(ren) between the ages of newborn and twelve years old and resides in the home.

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

(3) Families with a confirmed report of abuse/neglect or indicators of abuse/neglect as determined by the CPI which is not severe or chronic in nature.

(4) Families needing wrap-a-round services following reunification of child(ren) by FMNC.

(5) Families characterized by disorganization and minimal functioning where children are displaying signs of neglect in the community.

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

b. Program Services

(1) Referral: Referrals to the program may be initiated through the Department of Children and Families Protective Investigations Unit, Nassau Schools, Family Matters, community-based child-serving agencies in the county, and through self-referral.

(2) Initiation of Services: Once a referral is received, the family will be contacted by a Parent Aide Family Facilitator to schedule a visit for the purpose of assessing the family's needs and developing a Family Plan.

(3) Service Delivery: Parent Aide Family Facilitator will conduct a minimum of one home visit per week for the first three months and a minimum of bi-weekly for the remainder of program participation. Home visits shall be one hour (or more) in length, exclusive of travel. Services may last between six months and one year. Goals to be addressed on the Family Plan may include parenting, child development, household management, budgeting, stress management, conflict resolution and connection with community resources. Facilitators will assess family needs and develop an individualized Family Plan.

(4) Program Completion and Case Closure: Program completion is based upon a family completing their Family Plan and reducing risk for child abuse and neglect. This is assessed through observation of the Family Facilitator, staffing with supervisor, and post-testing.

c. Contract Limits

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

(2) Contact with the family will be made in the home at least once a week during the first twelve weeks and at least bi-weekly thereafter with a visit lasting a minimum of one hour, excluding travel

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

(4) A minimum of 60 families will be served with no more than 15% receiving "one time" services, such as, initial assessment and referral to other resources.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The First Coast Family Center will:

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

(b) Make telephone contacts with families and other community agencies as needed, and keep appropriate documentation.

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

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

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

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

(g) Administer a professionally recognized and accepted parenting inventory, including a pre-test and post-test

(h) Send monthly progress notes to the referring FMNC Counselor.

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

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

2. Staffing Requirements

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

b. Professional Qualifications

(1) Professional Staff

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

(b) The Parent Aide Family Facilitators serving Nassau County are required to have a minimum of a four-year degree in social work or related field, and at least two years experience working directly with families of at-risk children. Family Facilitators are certified in Dr. Bavolek's Nurturing parenting program prior to assignment of cases. The Family Facilitators shall be hired within the first 30 days of the contract.

(2) Any exceptions to minimum qualifications must be approved by the Director of FMNC.

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

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

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

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

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

3. Service Location & Equipment

a. Service Delivery Location

- (1) Services shall be delivered in the home of the individual family.
- (2) This agreement does not require the subcontractor to co-locate with the provider.

b. Service Times

- (1) Parent Aide services shall be provided in the home and at times that are convenient for the families served.
- (2) The administrative office shall be open from 8 A.M. to 5 P.M. , on Monday through Friday with the exception of subcontractor recognized holidays.

c. Changes in Location - The subcontractor shall notify the contract manager, in writing, at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the administrative office or service delivery location.

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

4. Deliverables

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

b. Reports

- (1) Reporting Requirements/Instructions
 - (a) Reports, as appropriate, shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment.
 - (b) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and shall be approved by the contract manager as such.

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

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

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

5. Measurable Goals and Objectives

a. The following are goals and objectives for the Parent Aide Program in Nassau County, Florida to be achieved between July 1, 2006-June 30, 2007.

(1) Goal: To reduce the number of children removed from the home of the parent or guardian for reasons of abuse and/or neglect, and to prevent abuse/neglect of children in Nassau County.

(a) **Objective 1)** Parent Aide Family Facilitators serving Nassau county will enroll a minimum of 60 families whose children have been identified as at-risk for abuse or neglect for in-home parent education and related services, by June 30, 2007. **Measurement:** Evaluation of monthly/quarterly reports generated through Efforts to Outcomes (ETO) Database will yield quantitative data.

(b) **Objective 2)** During the period of time that the family is enrolled in the Parent Aide program, and for a period of up to twelve months after successful completion of the program, 95% of the children in the family will not be victims of a confirmed case of child abuse or neglect. **Strategies:** Completion of the Nurturing Parenting Program curriculum, In-home parent education/ case management, Appropriate provision of information and referral resources. **Measurement:** Quantitative information will be obtained from Family Matters of Nassau County via the HomeSafenet system. Statistical comparative analysis will yield qualitative results and will be done by First Coast Family Center.

(c) **Objective 3)** 100% of parents actively participating in the program will complete a Family Plan within one month after enrollment into the Parent Aide Program. **Measurement:** Review of case file documentation.

(d) **Objective 4)** 100% of parents actively participating in the program will complete an Initial Needs Assessment within two

months after enrollment into the Parent Aide Program.

Measurement: Review of case file documentation.

- (e) **Objective 5)** During FY 2006-2007, 85% of the families enrolled in the Parent Aide program will successfully complete a minimum of six (6) months of in-home services and a maximum of twelve (12) months of services, and will demonstrate an increased understanding of positive, non-violent parenting techniques. **Strategies:** completion of the Nurturing Parenting Program curriculum, In-home parent education/case management. **Measurement:** Review of case file documentation, Review of approved parenting inventory pre and post-test, and data in the ETO Database.

b. Description of Performance Measurement Terms

- (1) Construct – Theoretical summary of behavior on an approved Parenting Inventory.
- (2) Indicated Child Maltreatment - Determination made by a child abuse investigator that there is credible evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.
- (3) Verified Child Maltreatment - Determination by a child abuse investigator that there is a preponderance of evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.
- (4) Case Closure – The last date that a family receives service.

c. Performance Evaluation Methodology

- (1) By execution of this agreement the subcontractor hereby acknowledges and agrees that its performance under the agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the subcontractor fails to meet these standards, FMNC, at its exclusive option, may allow up to six months for the subcontractor to achieve compliance with the standards. If FMNC affords the subcontractor an opportunity to achieve compliance, and the subcontractor fails to achieve compliance within the specified time frame, FMNC has the option to cancel the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of FMNC.
- (2) To measure the performance measure outlined in of this agreement, the subcontractor will gain access to Home Safenet with the assistance of Family Matters' staff or DCF personnel directly or through a DCF contact, to review a random sample of cases to determine department contacts

during the period services were being delivered and six months after completion of the program for closed files sampled.

(3) To measure the performance measures outlined in this agreement, the subcontractor shall administer an approved Parenting Inventory as a pre- and post-test.

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

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

6. Subcontractor Responsibilities

a. Subcontractor Unique Activities

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

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

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

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

(d) Administer the Client Satisfaction Survey .

(e) Provide all required training.

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

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

b. Coordination with Other Providers/Entities

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

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

7. FMNC Responsibilities

a. FMNC Obligations

(1) Will complete a Parent Aide Referral Form for each family referred to the program.

(2) Ensure that families referred to the program meet established eligibility criteria.

(3) Provide a written assessment of the family's strengths, problems and specific service needs.

(4) Will make technical assistance available.

(5) Ensure that the program is fully and appropriately utilized in accordance with the terms of this agreement.

(6) Will complete and provide a written referral form by the Counselor to the subcontractor within forty-eight hours of the referral.

(7) Will make alternative arrangements to ensure the safety and well-being of a child(ren).

(8) Will monitor performance measure compliance.

(9) Agrees to provide a copy of the Child Safety Assessment or the Initial Child Safety Assessment, as requested.

b. FMNC Determinations

(1) Final authority in all disputes related to this agreement rests solely with FMNC. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.

(2) FMNC reserves the exclusive right to make certain determinations. The absence of FMNC setting forth a specific reservation of right does not

mean that all other areas of the agreement are subject to mutual agreement.

(3) FMNC reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by FMNC and their subcontractors.

(4) FMNC reserves the right to determine satisfactory performance of the subcontractor in carrying out tasks and completing deliverables specified in this agreement through review of status reports on deliverables and reports on service tasks to be submitted by the subcontractor and programmatic monitoring conducted by FMNC.

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

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

8. Method of Payment

a. Payment Clause

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

(2) The subcontractor shall request reimbursement on a monthly basis through submission of a properly completed invoice, within 10 calendar days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The invoice and the documentation must be submitted to the Funding Specialist of FMNC.

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

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

(a) There is no change in the scope or objectives of the agreement;

- (b) The change does not increase or decrease the original dollar amount of the total budget;
- (c) There is another category in the budget from which funds can be shifted;
- (d) The change does not involve establishing a new category or totally eliminating a category;
- (e) The change does not involve shifting more than 10% of the funds from any single category.

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

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

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

(b) Postage and Reproduction Expenses: Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

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

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

(e) Travel: For all travel expenses, a department travel voucher, Form DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items

such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), FS, requires that bills for any travel expense shall be submitted in accordance with section 112.061, FS, governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

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

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

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

(7) Required Match. To receive Federal Promoting Safe and Stable Families (PSSF) grant dollars, the subcontractor is responsible for a minimum local community match equal to 25% percent of the funds expended for the program. The local match services must be expended within Nassau County. The subcontractor shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The subcontractor must document the receipt and expenditure of the required match.

9. Special Provisions

a. Competitive Bidding/Related Party Transactions - In the purchase or procurement of all supplies and services relative to this agreement (including the lease of space for use in the performance of this agreement), the subcontractor agrees to obtain such goods or services at the lowest practical cost, and to obtain such goods or services by means of the Nassau County Purchasing Policy.

(1) The subcontractor agrees that it will not purchase, lease, or otherwise procure goods, services, or leased space with any officer, agent or employee of the subcontractor or with any business entity which employs,

uses, or has substantial ownership by any officers, agents, or employees of the subcontractor, unless such purchases or other procurements are in compliance with the provisions above.

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

b. **Nonexpendable Property** - Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition value or cost of \$1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. All computers, including all desktop and laptop computers, regardless of the acquisition cost or value are classified as nonexpendable property.

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

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

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

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

upon by both the subcontractor and FMNC and shall be used in place of the original acquisition cost.

(5) Title (ownership) to all property purchased by the subcontractor pursuant to this agreement shall be vested in FMNC upon completion or termination of this agreement. During the term of this agreement, the subcontractor is responsible for insuring all property purchased by or transferred to the subcontractor pursuant to this agreement. Upon transfer to FMNC, all property must be in good working order. The subcontractor hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title. The subcontractor shall be responsible for repaying to FMNC the replacement cost of any property inventoried and not transferred to FMNC upon completion or termination of this agreement.

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

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

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

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

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

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

Exhibits for ATTACHMENT 1

Exhibit A	Referral Form
Exhibit B	Referral Feedback and Update Form
Exhibit C	Initial Needs Assessment
Exhibit D	Family Plan
Exhibit E	End of Service Summary
Exhibit F	Client Satisfaction Survey
Exhibit G	AAPI-2 Form or other approved Parenting Inventory
Exhibit H	Line Item Budget



PARENT AIDE REFERRAL

Date of Referral _____

Family Information

DCF CASE NUMBER: _____

Adults:

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

Children:

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

Address:

_____ (Street) _____ (Apartment or Unit Number)

_____ (City) _____ (State) _____ (ZipCode) _____ (Home Phone) _____ (Work Phone)

Reason for Referral:

_____ Prior Reports _____ NO Prior Reports

Findings: V=verified, S-some indication, N-no indication **Maltreatment:** A-abuse, T-threatened harm, N-neglect
 (Circle One) (Circle One)

1. _____	Date of most recent report:	V S N	maltreatment:	A T N	A/P _____
2. _____	Date of report:	V S N	maltreatment:	A T N	A/P _____
3. _____	Date of report:	V S N	maltreatment:	A T N	A/P _____
4. _____	Date of report:	V S N	maltreatment:	A T N	A/P _____
5. _____	Date of report:	V S N	maltreatment:	A T N	A/P _____

Referred By: _____
 Please print name clearly

Phone: _____

Agency: _____

(If DCF, Unit Number: _____)

Email: _____
 Mandatory for DCF Referrals, requested for all other sources

Fax: _____

Referral Feedback And Update Form

TO: (Referral Source) _____

RE: (Family/Client) _____

Children's Names: _____

DCF Case Number: _____

STATUS OF FAMILY

- _____ Referral received
- _____ Family assigned: Family Facilitator: _____
Date: _____
- _____ Case opened: Date: _____
- _____ Family not opened (see comments below)
- _____ Family placed on waiting list for services
- _____ Family completed program: Date: _____
- _____ Services terminated (see comments below): Date: _____

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

Recommendation to referring agency:

Staff Signature

Date

FIRST COAST FAMILY CENTER

INITIAL NEEDS ASSESSMENT

FAMILY NAME:

CASE ID:

DATE REFERRED:

DATE OPENED:

EVALUATOR NAME:

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

ADDRESS:

REASON FOR REFERRAL:

ABUSE DYNAMICS:

PREGNANCY:

BONDING/CHILD DEVELOPMENT:

PARENTING:

MARRIAGE/RELATIONSHIPS:

APPEARANCE AND AFFECT:

VIOLENT PEDIGREE:

FINANCIAL:

HOUSING:

FIRST COAST FAMILY CENTER

MEDICAL:

SUPPORT:

DYNAMICS PRESENT:

GOALS:

RECOMMENDATIONS:

FAMILY FACILITATOR

DATE

First Coast Family Center FAMILY PLAN

FAMILY NAME: _____ CASE NUMBER: _____

CASE OPENED: _____ FAMILY FACILITATOR: _____

VOLUNTEER PARENT AIDE: _____

GOAL #

DATE	ACTIVITY	DATE COMPLETED	SUCCESS CODE	INITIALS

Success codes: S = successful, PS = partially successful, US = unsuccessful

Family Facilitator

Date

Client Signature

Date

First Coast Family Center End of Service Summary

Family Name: _____ Case Number: _____

Date Case Opened: _____ Date Case Closed: _____

FINAL SUMMARY AND RECOMMENDATION AT TERMINATION:

_____ Successful _____ Partially Successful _____ Unsuccessful

Date of last Abuse Report: _____

If Partially Successful or Unsuccessful, check any which apply:

_____ Family Moved _____ Lost Contact _____ Significant Risk Factors Remain

_____ Family Declined _____ Lack of Participation _____ Other

Brief summary of case:

Recommendations:

Staff Signature _____ Date _____

FIRST COAST FAMILY CENTER CLIENT SATISFACTION SURVEY

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

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

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

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

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

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

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

5. What did you like least about this program?

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

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

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

Yes/No

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

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

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

Name: _____ **Date:** _____

Adult-Adolescent Parenting Inventory

AAPI - 2

Form B

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

Name _____ Date _____

ID# _____ State/City _____

Sex (circle one) Male Female Age _____ years

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

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

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

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

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

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

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

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

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

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

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

Turn the Page and Begin

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

Form B

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

Please go to next page.

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

Please feel free to write your comments on this page.

EXHIBIT H

(To be provided by First Coast Family Center)

ATTACHMENT II Information System

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

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

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

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

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

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