

## Attachment I

### A. SERVICES TO BE PROVIDED

#### 1. Definition of Terms

Definitions are outlined in “**CBC Definitions of Terms**” (dated 6/1/2012) which is incorporated by reference into this contract and can be found on the Department’s website under CBC Contract Documents by Reference at: <http://www.myflfamilies.com/service-programs/community-based-care>

#### 2. General Description

##### a. General Statement

The Lead Agency shall deliver foster care and related services pursuant to s. 409.1671, F.S., and prevention services, pursuant to sections 39.001, 409.1451 and 409.1671, F.S., while ensuring each child’s safety, well being, and permanency.

##### b. Authority

- 1) Section 409.1671, F.S., authorizes the Department to contract for foster care and related services.
- 2) Sections 39.001, and 409.1671, F.S., authorize the Department to contract for prevention services.

##### c. Scope of Service

The Lead Agency shall deliver a comprehensive array of foster care and related services to eligible children and families in the following county: **BREVARD**. These services include, but are not limited to: independent living, emergency shelter, residential group care, foster care, therapeutic foster care, foster care supervision, case management, post-placement supervision, permanent foster care, and family reunification. Related services shall also include family support services/prevention, family preservation services, adoption services, and post adoption services.

Specific documents that are a part of this contract and are incorporated by reference can be obtained on the Department’s website, which is linked at:

<http://www.myflfamilies.com/service-programs/community-based-care>

These documents may not be modified unless both parties agree through formal amendment to this contract. The undated documents posted on this website under “Fiscal Attachments” are administrative forms that are frequently updated. The current version of the form is posted for use.

##### d. Major Program Goals

The Lead Agency shall deliver services through community-based partnerships, while best providing for the safety, well-being, and permanency of children and families.

#### 3. Clients to be Served

##### a. General Description

Services are provided to children and families who are in need of child abuse and neglect family support services/prevention, family preservation, child protection, foster care and permanency services, adoption services and post-adoption services.

##### b. Client Eligibility

Clients eligible for service under this contract shall be determined in accordance with the

provisions of: s. 409.175, F.S., and Chapters 65C-13 through 65C-17, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

**c. Client Determination**

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

**d. Contract Limits**

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

**B. MANNER OF SERVICE PROVISION**

**1. Service Task List**

**a. GENERAL TASKS:** The Lead Agency shall perform the following General Tasks:

- 1) Comply with all state laws and rules and federal laws and regulations. The Department's authority and requirements references are included in the "**Community-Based Care Authority and Requirements Reference Guide**" (dated 7/2012), which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>.
- 2) Use the Department's operating procedures until the Lead Agency's own are approved for implementation. The Department agrees to review proposed operating procedures submitted to it by the Lead Agency and may respond in writing with comments or approval within 30 working days from the day of receipt. Once approved by the Department, the Lead Agency's operating procedures may be amended provided that they conform to state and federal laws, the Florida Administrative Code, and federal regulations. Substantive amendments will be provided to the Department, and the Department may provide comments if issues are noted. If the Lead Agency develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
- 3) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the Department for approval prior to implementation. The Department agrees to approve or reject such revisions within 30 working days of receipt. The Department agrees to provide technical assistance to ensure that the Lead Agency's contribution to the State Plan is sufficient.
- 4) Document the provision of all services in a master file in Florida Safe Families Network (FSFN) as described in Chapter 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
- 5) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 6) Ensure foster care services, treatment services, and case management services are integrated and documented.
- 7) Comply with activities related to information systems in compliance with the "**Community-Based Care Information System Requirements**" (dated 05/01/2010), which is incorporated herein by reference and is maintained on the Department's website at:

<http://www.myflfamilies.com/service-programs/community-based-care>. Florida Safe Families Network (FSFN) is the Department's system of record for all child welfare casework including family support services/prevention. The Lead Agency agrees to utilize FSFN in a manner that is consistent with and in support of the Administration for Children and Families Statewide Automated Child Welfare Information System (SACWIS) requirements. The Lead Agency agrees to ensure that FSFN is updated within three (3) work days of any changes known to the Lead Agency or its case management organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework.

- 8) The Lead Agency and its subcontractors agree to implement Remote Data Capture (RDC) software tool for the purpose of entering FSFN data as described above using approved mobile devices equipped with the then current version of the RDC software. The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices will at all times have appropriate security measures implemented to protect all data resident on the mobile device. Implementation of the RDC software is defined as, but not limited to, taking a photograph at each required visit, capturing the date-stamped Global Positioning System (GPS) coordinates for each visit, entering FSFN data related to each visit, and using the upload capability of the RDC tool to update FSFN for each visit. The Lead Agency and its subcontractors shall continue deployment and maintenance of mobile devices to support case managers for all new releases of the RDC software made available by the Department.
- 9) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings and to utilize federally funded programs such as Medicaid and Supplemental Security Income (SSI). Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.
- 10) The Lead Agency shall ensure that the application process for Supplemental Security Income is completed for all disabled children who are in the custody of the Department in licensed care. For disabled children in unlicensed care or receiving in-home services, the Lead Agency shall work with the parent or caregiver to encourage completion of the application process.
- 11) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the Department that affect services provided under this contract. The Lead Agency shall be advised and consulted by the Department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the Department to offset that increase in cost, the Department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the Department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to ss. 409.1671(7), F.S.
- 12) Comply with s. 409.175(16), F.S., regarding the confidentiality of information concerning foster parents.
- 13) The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the Department for approval in accordance with 45 CFR Part 95. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department's website. Any amendments to the approved cost allocation plan must be approved in writing by the Department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:
  - a) Describe the procedures used to identify measure and allocate all costs to each of the

programs/services operated or supervised by the Lead Agency.

- b) Conform to the accounting principles and standards prescribed in 2 CFR Part 225 and 2 CFR Part 230 and other pertinent Department regulations and instructions relating to the plan.
  - c) Be promptly amended, submitted and approved by the Department if any of the following events occur:
    - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
    - (2) The Lead Agency or Department discovers a material defect in the cost allocation plan.
    - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.
  - d) If a Lead Agency has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the Department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 14) The Lead Agency shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, and 175-59. Additionally, the Lead Agency and its subcontractors shall ensure that client eligibility records are maintained according to the Department's records retention schedule and be made available for federal and state audits.
- 15) Within six (6) months of the execution of this contract, the Lead Agency agrees to submit a proposed Contingency Transition Plan, to be agreed upon by both parties, that includes all components described in "**CBC Expiration/Termination Transition Planning Requirements**" (dated 05/9/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>. The Lead Agency agrees to update and submit the transition plan (six) 6 months prior to any contract ending date including ending dates that precede renewal periods.
- 16) Ensure compliance with Partnership Plan and normalcy requirements.
- b. CHILD PROTECTION TASKS:** The Lead Agency shall ensure the delivery of Child Protection Tasks to include:
- 1) Ensure the delivery of foster care and related services, based on an individualized case plan developed pursuant to state and safety measurement standards, ss. 39.6011, 39.6012, and 39.6013, F.S., and document services in the child's master file in FSFN.
  - 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the Provider shall not delay initiation of service.
  - 3) The Lead Agency and the Department in each circuit agree to develop a community process for responding to all Special Conditions referrals to include but not be limited to, Parent Needs Assistance referrals, Foster Care referrals, Caregiver Unavailable referrals and Child on Child Sexual Abuse referrals. These are not investigations and are situations that do not meet the legal definition of abuse, neglect, or abandonment but which require intervention services.

**c. FAMILY PRESERVATION SERVICES:**

- 1) The Provider shall provide Family Preservation Services when investigative determine that a child is in need of protective actions in order to be maintained safely in their home. Family Preservation Services shall require the opening of non-judicial or judicial case management services.
- 2) A child's master file will be maintained in FSFN for tracking and services documentation. Documentation in FSFN shall include the development of a family assessment as well as establishing individualized case plan goals in accordance with state and federal guidelines. Tracking includes progress and prompt development of a plan of action when families fail to complete or fail to make progress in fulfilling the goals of their case plan; visitation of sufficient frequency and quality to protect the children and support the family; and coordination with and tracking of behavioral health services provided as a component of the overall case plan.
- 3) If the parent or caregiver is unwilling or unable to address the identified threats to child safety or the underlying conditions and the parent or caregiver is noncompliant or unsuccessful with services, a case staffing will be held involving the entity performing protective investigations, the Lead Agency, service Providers, program experts, and the entity performing Children's Legal Services to determine reasonable efforts to prevent removal and maintain families, determine next steps, including intensified services, additional court action, or out-of-home placement.

**d. LICENSING TASKS:** The Lead Agency shall perform Licensing Tasks to include:

- 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.
- 2) If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.
- 3) With the approval of the contract manager, the Lead Agency may elect to license a family foster home which meets the criteria in the memorandum listed below for up to three years pursuant to section 409.175(6)(j), Florida Statutes, and 65C-13.028(5)(i), Florida Administrative Code and the Memorandum dated June 8, 2012, entitled Three-Year License for Family Foster Homes.
- 4) Lead Agency may implement the option to perform foster family initial licensing and re-licensing functions by the Attestation Model for family foster homes to be used exclusively by the Lead Agency. If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Exhibit C. If subcontracted, the Lead Agency will review and approve all re-licensing packets for all their subcontracted agencies. A notarized foster home licensing attestation form and licensing standards checklist will then be submitted to the Department with the license certificate for signature by the Circuit Administrator or designee. The required **Attestation for Foster Home Re-licensure form** (10/2011) and the **Licensing Standards Checklist for 24-Hour Family Care** (10/2011) are incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>. (Use of the Attestation model is optional)
- 5) If the Lead Agency does not implement the Attestation Model, then they are required to

submit to the Department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:

- a) Copies of Licensing Standards Checklist.
  - b) The application for licensing.
  - c) The letter of recommendation from the Provider.
  - d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
  - e) FSFN clearances.
  - f) Local law enforcement checks.
  - g) Federal law enforcement checks (screening clearance letter).
  - h) State law enforcement checks.
  - i) Personal and school references.
  - j) Medical information.
  - k) Sanitation, fire and radon inspection and testing documentation.
  - l) Initial pre-service or, as appropriate, annual in service training.
  - m) Release of Information form signed by the licensed foster home caregiver.
  - n) Licensing Partnership Plan
- 6) Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least ten (10) calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation, or foster home licensing attestation form, prior to the expiration of the license the Lead Agency shall immediately remove the children from the unlicensed home.
  - 7) Review institutional abuse investigation intakes assigned for child protective investigations, as well as foster care referrals contained within the Florida Safe Families Network (FSFN) and incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract and manage response or identified corrective actions.
  - 8) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the Department for denial or termination of a license.
  - 9) Provide copies of licensing records to the Department within a reasonable time period upon request.
  - 10) Develop a corrective action plan with the family foster home as required.
  - 11) The Department will not require the Lead Agency or its subcontracted Provider network to use any particular foster home, provided that any foster home in which children are placed is licensed by the State. The Department agrees to not require the Lead Agency to recommend any particular home for licensure.

- 12) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Lead Agency's service delivery system may apply to be licensed as a foster parent or relative caregiver to any child that receives services under this contract, provided:
  - a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents or relative caregivers are employed and the study or the foster home licensing attestation documentation is submitted to the Department, and
  - b) the Lead Agency has an operating procedure which requires that the Chief Executive Officer of the Lead Agency review and approve the submission by the Lead Agency of all such licensing applications to the Department.
- 13) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided:
  - a) the licensing study is accomplished and supervision provided by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the Department for approval, and
  - b) the Lead Agency has an operating procedure which requires that the Executive Director of the Provider agency review and approve the submission by the Provider of all such licensing applications to the Department.
- e. **LIFE SKILLS DEVELOPMENT SERVICES:** The Lead Agency shall develop and implement an educational action plan and deliver Life Skills Development services and opportunities, to include:
  - 1) Services designed to best prepare children for school with emphasis on high school graduation, post secondary education, and employment.
  - 2) Stability of children in their same school if reasonably possible unless it is not in the best interests of the child.
  - 3) Readiness of children to learn when entering school.
  - 4) Promote and encourage full participation in extracurricular activities if youth desires. The Lead Agency agrees to arrange for transportation if needed for extracurricular or other Independent Living youth activities.
  - 5) Services designed to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.
  - 6) Student involvement in their educational planning.
  - 7) Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.
- f. **INDEPENDENT LIVING:**
  - 1) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract including funds identified to be spent on Independent Living services and other funds that could be identified to be spent on these services. The Lead Agency shall place strong emphasis on assisting these young adults in graduating from high school, enrolling in post secondary education, or obtaining employment and where eligible participate in the Road to Independence program.

- 2) The Lead Agency agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in “**Community-Based Care Lead Agency Standards for Independent Living Transitional Services**” (dated 5/01/2009), which is incorporated herein by reference and maintained on the Department’s website at:  
<http://www.myflfamilies.com/service-programs/community-based-care>.

**g. ADOPTION SERVICES:** The Lead Agency shall deliver Adoption Services, to include:

- 1) Services designed to prepare children for adoption placement.
- 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 3) Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families.
- 4) Providing support services to adoptive families using the **Customer Service and Customer Support Protocols for Adoptive Services** (dated 5/19/2010) which is incorporated herein by reference and maintained on the Department’s website at:  
<http://www.myflfamilies.com/service-programs/community-based-care> , as guidelines; to include services leading to and after legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home, referral to appropriate medical, mental health and behavioral management services, services relevant to children with developmental disabilities, if applicable, and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the Provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless there is a concurrence of the adoptive parents.
- 5) Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to, short term case management, the provision of support groups for adoptive parents and their adopted children, training and educational opportunities for adoptive families, assistance with financial needs through medical subsidy, and assistance with securing necessary mental health, behavioral, therapeutic, dental, services relevant to children with developmental disabilities, if applicable, and medical services for the adopted child. These services shall be documented in the statewide automated system, FSFN, as post adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from their closed adoption/foster care record, the “**Guidelines for Release of Children’s Records**” (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care>, must be followed. An adopted child who was never in foster care is only able to obtain the non-identifying information in his/her closed adoption record and should be referred to Florida’s Adoption Reunion Registry for assistance. In addition, annual renewals for Adoption Assistance Medicaid shall be completed as well as the necessary Interstate forms to establish Florida Medicaid for adoptive families that have moved to Florida with an adopted child who is receiving adoption assistance from another state.
- 6) The Lead Agency shall be responsible for collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child’s placement with



the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by s. 63.085, F.S., and rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328 which is incorporated herein by reference.

- 7) The Department will work with the lead agencies to develop their own operational procedures to include additional disclosure of information, and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

**h. PLACEMENT SERVICES** The Lead Agency shall deliver Placement Services to include:

- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
- 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
- 3) Achieve and maintain licensure by the Department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
- 4) The Lead Agency shall ensure that each child receives the services of the Medicaid Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) entitlement including the 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
- 5) Secure, approve, and review all relative and nonrelative placements under the Lead Agency's supervision. If a relative placement, the Lead Agency shall comply with s. 39.5085, F.S., Relative Caregiver Program. Placement of children should adhere to federal requirements for least intrusive, best interest of the child, least disruptive placement with priority preference be given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.); that a home study be completed and approved in accordance with Chapter 39, F.S.
- 6) In the event the Lead Agency exercises the authority to deny any home the opportunity to provide foster care to any child served under the contract, justification to support that decision must be thoroughly documented and maintained on file.
- 7) **"Guidelines for Release of Children's Records"** (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>, must be followed when there is a written or verbal request for information from records from a child currently or formerly in foster care.

**i. HEALTH SERVICES:** The Lead Agency is responsible for ongoing oversight and coordination of health care services for children in licensed and unlicensed out-of-home care. The Health Care Service Plan shall include an implementation plan and schedule with designated time frames for implementation of each component. The Plan shall be approved by the Department and available upon request to the Department and to state and federal auditors. The Lead Agency agrees to work with the Department's regional staff and to dedicate resources to the execution of the Health Care Service Plan. Once developed, the Lead Agency agrees to take the lead on the implementation and ongoing management of the resultant Plan. The plan shall address, at a minimum, the following:

- 1) How the Lead Agency will ensure a coordinated strategy to identify and respond to the health care needs of children in out-of-home care licensed and unlicensed placements, including mental health and dental health needs
- 2) How health needs identified through screenings will be monitored and treated, including emotional trauma associated with a child's maltreatment and removal from home; the tools

used to assess for signs of trauma, and how these assessments are used to inform case planning and referral for services.

- 3) How dental needs identified through screenings will be monitored and treated.
- 4) How individual medical information will be updated and appropriately shared with other treatment providers, family members, the child if appropriate, and the dependency case manager.
- 5) How the family responsible for the care of the child will be educated about the child's medical, behavioral, and developmental needs and how they will be prepared to continue the care after re-unification or adoption.
- 6) Steps to ensure that transition plan development for children aging out of foster care include health care needs, including options for health insurance, information about a health care power of attorney, health care proxy, or other similar document recognized under State law, and to provide the child with the option to execute such a document.
- 7) The oversight of prescription medicines, including protocols for the appropriate use and monitoring of psychotropic medications and how the lead agency will provide effective medication monitoring at the client and agency level, mechanisms for sharing accurate and up-to-date information related to psychotropic's to clinicians, child welfare staff, and consumers, including data sharing mechanisms (e.g., integrated information systems). Oversight shall include:
  - a) Assurances that if a valid express and informed consent is not obtained from a parent or legal guardian, psychotropic medication may only be authorized by the court for a child who is in out-of-home placement upon a finding that there is a substantial likelihood that the medication will produce the intended effects and that the benefits of the medication will outweigh its burdens.
  - b) A pre-consent review by a consultant child psychiatrist shall occur prior to a prescription for a psychotropic medication for any child under 11 years of age who is prescribed two or more psychotropic medications and who is in the custody of the Department in out-of-home care. The results of the review by the consultant child psychiatrist shall be provided to the child and to the person who has legal authority to provide express and informed consent for extraordinary medical treatment or the judge who is providing the court order for treatment with a psychotropic medication. The Lead Agency may utilize the Department's Pre-Consent Review contract with the University of Florida or may contract locally with a child psychiatrist who is licensed under Chapter 458 or 459, F.S., for this purpose. A parent or legal guardian whose rights are still intact may waive pre-consent review and provide express and informed consent for administration of such medication.
  - c) In lieu of the requirements of paragraph b), a second medical opinion shall be obtained from a child psychiatrist who is licensed under Chapter 458 or Chapter 459, Florida Statutes. The Lead Agency may contract with a local child psychiatrist to provide second opinions.
- 8) Ongoing monitoring of the effectiveness of the treatment by submission of case documentation that consultation has occurred with the child's caretakers and teachers (if age applicable).
- 9) Timely processing of Medicaid applications for all children who are placed in out-of-home care.
- 10) Establish a protocol for Medicaid eligibility to include entry into FSFN and selection of a health care provider for children in out-of-home care.

- 11) Screening mechanisms to determine when children should be referred to Children's Medical Services for medical services and oversight as well as developmental screenings to determine the need for a referral to the Children's Medical Services Early Steps program.
  - 12) The availability of mental health expertise and consultation regarding both consent and monitoring issues by a board-certified or board-eligible Child and Adolescent Psychiatrist (at both the agency and individual case level).
- j. STAFF DEVELOPMENT AND TRAINING.** The Lead Agency is responsible for developing a Staff Development and Training Plan to ensure all child welfare staff (including staff in contracted case management organizations) who are required to be certified, receive Department approved pre-service training and Department required in-service training. The training plan shall adhere to s. 402.40, F.S. and 65C-33, F.A.C, and be submitted to the Department's Chief of Training and Staff Development by June 30th of each year. In addition, the Lead Agency shall submit semi-annual training expenditure reports on February 1 and August 1 of each year (see "Community-Based Care Documentation and Reporting Requirements for Child Welfare Pre-Service and In-Service Training Dollars" dated 02/25/10).
- k. QUALITY ASSURANCE AND CONTINUOUS QUALITY IMPROVEMENT.** The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies. The Lead Agency shall:
- 1) Operate a comprehensive quality assurance/continuous quality improvement program to address oversight and accountability of child welfare services continuum that includes family support services/prevention, family preservation, child protection, foster care and permanency services, adoption services and post-adoption services, and case management services.
  - 2) Ensure all quality assurance reviewers attend Department sponsored quality assurance reviewer training and pass the competency test within six months of employment as a quality assurance reviewer.
  - 3) Develop and implement an annual Quality Management Plan that follows statewide criteria as outlined in the **Quality Assurance – “Windows into Practice”** (dated FY 2012-2013), which is incorporated herein by reference and available on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>, and is approved by the Department. The plan will include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted case management organizations. Revisions to the approved annual plan must be approved by the Department prior to execution by the Lead Agency.
  - 4) Comply with the **Quality Assurance – “Windows into Practice”** (dated FY 2012-2013) which includes a practice framework for conducting quality assurance reviews. Guidelines will be updated as necessary and posted on the Department's website and the Florida Mental Health Institute's Center for the Advancement of Child Welfare Practice.
  - 5) Develop and implement a CQI process that will inform practice and policies and provide feedback to case management providers and staff at all levels. Utilize Quality of Practice Case Review findings, QSR review findings and other data sources for to implement CQI of child welfare practice.
  - 6) Conduct Quality of Practice Case Reviews on a minimum of **28 cases** each quarter using the Quality of Practice Standards which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>.

- 7) This document is subject to revision during the term of this contract and the Department and Provider agree to comply with the most current version of the protocol.
- 8) Input all quarterly Quality of Practice Case Review data and QSR data into the Department's web-based tool at: <http://apps1.dcf.state.fl.us/WebSecurity/login.aspx> no later than October 10<sup>th</sup>; January 10<sup>th</sup>, April 10<sup>th</sup>, and July 10<sup>th</sup> for the preceding quarter.
- 9) Conduct QSRs on a minimum of two (2) open cases each quarter using the QSR protocol and web based tool established by the Department.
- 10) Comply with requirements and activities relating to the quality services review as outlined in the "Quality Service Review (QSR) Protocol for a Child and Family" which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>. It is acknowledged that this document is subject to revision during the term of this contract and the Department and Provider agree to comply with the most current version of the protocol.
- 11) Submit all written QSR case summaries to the Office of Child Welfare within the Department, in accordance with the provisions outlined in the QSR Protocol, by October 30<sup>th</sup>, January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup>, for the preceding quarter.
- 12) Attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.
- 13) Participate in special reviews as deemed necessary by the Department.
- 14) If required as the result of the federal Child and Family Services Review (CFSR), any other federal reviews, or as directed by the Department, submit a quality improvement plan targeted to specific performance gaps.

## **I. TASK LIMITS**

The parties recognize that the Department retains ongoing responsibility and authority to establish the scope and characteristics of foster care and related service programs in the State of Florida. Accordingly, the Provider agrees to implement all initiatives affecting foster care and related services that are adopted by the Department during the term of this contract. Such initiatives may add to or modify the tasks and performance measures required under this Contract. The Department will work with the Provider toward a mutually agreed implementation plan but reserves the right, absent agreement, to prescribe an implementation plan, which will be binding on the Provider. The agreed or prescribed implementation plan shall become a part of this contract. The parties may formally amend this Contract to reflect the implementation plan, but such amendment will not limit or delay the effectiveness of the plan or the Providers obligations thereunder.

## **2. Staffing Requirements**

### **a. Staffing Levels**

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

### **b. Professional Qualification**

- 1) The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-33, 65C-14, and/or 65C-15, F.A.C., sections 435.04, 402.40,

402.731, and 491.012, F.S. Requirements for documentation of pre-service and in-service training are addressed in the “**Community-Based Care Documentation and Reporting Requirements for Child Welfare Pre-Service and In-Service Training Dollars**” (dated 02/25/10), which is incorporated herein by reference and maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care>.

- 2) Disqualifying Offenses that Result from Background Screening
  - a) If the Lead Agency or a subcontractor becomes aware that an employee, or volunteer, has been arrested for a disqualifying offense, the employer must remove the employee, or volunteer, from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
  - b) The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S. for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 3) The Lead Agency agrees to ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with s. 402.40, F.S., Child Welfare Training and Certification, and as outlined in 65C-33, F.A.C.

**c. Staffing Changes**

The Lead Agency shall submit written notice to the Department’s contract manager in case of a vacancy in the Chief Executive Officer (CEO) or chief financial officer’s position. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Chief Executive Officer (CEO) position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new Chief Executive Officer (CEO). The Lead Agency shall ensure that the Department has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to s. 402.40, F.S., and Chapter 65C, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in s. 402.40, F.S.

**d. Subcontractors**

- 1) The Lead Agency shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the Lead Agency under this contract. The Lead Agency shall develop written procedures for monitoring of subcontracts. These procedures shall be approved by the Department and available upon request to the Department and to state and federal auditors. The Lead Agency shall have quality assurance/quality improvement plans for subcontractors. The Lead Agency shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.

The Lead Agency may subcontract for services unless specifically prohibited in this contract. The Lead Agency is not required to obtain subcontract approval as required under Section 7.c (or Section 12.a of the 2011 version) of the Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;
- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
- d) has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department prior to entering into the subcontract. In order to comply with this requirement, the Provider shall require all proposed subcontracted Providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If the Provider knows disqualifying conditions at any time, it shall disclose this information to the Department. Both parties agree to take appropriate action

- 3) The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of **\$100,000.00**. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.
- 4) The Lead Agency shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Lead Agency shall require any subcontractors to participate in the statewide quality management system.
- 5) The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- 6) Administrative Monitoring of Accredited Subcontractors
  - a) The Lead Agency shall improve the efficiency of administrative monitoring of child welfare service subcontractors. The Lead Agency shall limit administrative monitoring to once every three (3) years if the child welfare subcontractor is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation of Children and Family Services. Notwithstanding the survey or inspection of an accrediting organization specified in this paragraph, the Lead Agency may continue to monitor the subcontractor as necessary with respect to:
    - (1) Ensuring that services for which the agency is paying are being provided.
    - (2) Investigating complaints or suspected problems and monitoring the subcontractor's compliance with any resulting negotiated terms and conditions, including provisions

relating to consent decrees that are unique to a specific service and are not statements of general applicability.

- (3) Ensuring compliance with federal and state laws, federal regulations, or state rules if such monitoring does not duplicate the accrediting organization's review pursuant to accreditation standards.
  - b) The Lead Agency is encouraged to further streamline its monitoring by accepting results of monitoring from state agencies, or other Community-Based Care Lead Agencies, when the standards monitored by these entities distinctly and specifically meet or exceed those of the Lead Agency. The Lead Agency shall prepare and submit new or revised subcontract monitoring procedures specifying any such changes to the Department contract manager for approval prior to implementation.
- 7) The Lead Agency agrees to administer subcontracting activities in accordance with the most current version of the “**Community-Based Care Lead Agency Subcontracting Guidelines**” (dated 10/26/2012) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care>, unless the Lead Agency has developed their own guidelines which have been approved by the Department.
- 8) The Lead Agency is encouraged to use Multi Lead Agency Rate Contracts when subcontracting for residential services. Efficiencies resulting from the use of this contracting model include streamlined procurement, contract management, contract monitoring, and program evaluation.

### 3. Service Location & Equipment

#### a. Service Delivery Location

The Lead Agency shall deliver a comprehensive array of foster care and related services in **BREVARD COUNTY** to eligible children and families. The Lead Agency’s primary service delivery and business address is: **2301 W. Eau Gallie Blvd., Melbourne, FL, 32935.**

#### b. Service Times

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

#### c. Changes in Location

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

#### d. Equipment

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the “**Lead Agency Tangible Personal Property Requirements**” (dated 4/01/2009), which is incorporated herein by reference and maintained on the Department’s website at <http://www.myflfamilies.com/service-programs/community-based-care>.

### 4. Deliverables

#### a. Service Units

A service unit is one month of all system of care related services to all eligible children and their families.

**b. Records and Documentation**

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with state and federal laws.

**c. Reports**

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

**5. Performance Specifications**

**a. Performance Measures**

The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The term “performance measure” refers to the numerical level of achievement stated as a percentage, ratio or count. The term “performance target” refers to the Lead Agency’s expected annual achievement of progressive improvement toward each performance measure through the end of the contract period, or until such time as the Provider is expected to achieve the measure. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning at the performance target for the appropriate fiscal year by the end of that fiscal year, or by the contract end date should that occur within the fiscal year.

Nothing in this section shall be interpreted to mean that the measures below are the only measures for which the Lead Agency shall be responsible. As specified in Section B. Manner of Service Provision, 1. Service Task List, a. 1), the Lead Agency must “Comply with all state laws and rules and federal laws and regulations. The Department’s authority and requirements references are included in the **“Community-Based Care Authority and Requirements Reference Guide”** (dated 7/2012), which is incorporated herein by reference and maintained on the Department’s website at: <http://www.myflfamilies.com/service-programs/community-based-care>.” For measures not specifically addressed in the contract, the Department will specify the performance measure methodology as to how success will be measured.

<b><u>Performance Measures FY 13-14*</u></b>	<b><u>06/30/14</u></b>
1) The percentage of children served in out-of-home care who are not maltreated by their out-of-home caregiver shall be at least ___ percent.	99.68%
2) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least ___ percent.	75.2%
3) The percentage of children reunified who re-entered out-of-home care within 12 months shall not exceed ___ percent.	9.9%
4) The percentage of children who were adopted who were adopted within 24 months of the latest removal shall be at least ___ percent.	<b>44.6%</b>
5) The percent of children in out-of-home care 24 months or longer on July 1 who achieved permanency prior to their 18 <sup>th</sup> birthday and by June 30 shall be at least ___ percent.	29.1%



<b>Performance Measures FY 13-14*</b>	<b>06/30/14</b>
6) The percentage of children in out-of-home care for at least eight days, but less than 12 months, who had two or fewer placement settings, shall be at least ___ percent.	86%
7) The number of children with finalized adoptions between <b>July 1, 2013 and June 30, 2014</b> shall be at least ___.	TBD
8) The percent of children under supervision who are required to be seen a minimum of once every 30 days, who are seen a minimum of once every 30 days shall be at least ___ percent.	99.5%

<b>Proposed Independent Living Outcome Measures**</b>	<b>06/30/13</b>
% of youth who have aged out of care completing high school or GED by 20 years of age.	Base Line
% of youth who have completed high school or GED and are involved in post secondary education.	Base Line
% of youth ages 18 and over receiving Independent Living services who have a job (including joining the military)	Base Line
% of young adults in safe housing	Base Line
% of 17-year-old youth in licensed out of home care who had a transition plan signed by the youth and filed with the court	Base Line
% of youth ages 16 through 22 who are employed part-time or full-time	Base Line

\*\* For these baseline-year measures, the department agrees not to pursue any corrective action or progressive intervention stemming from performance on the Independent Living measures during the baseline period

**b. Description of Performance Measurement Terms**

The definitions of any terms in section B.5 are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 3/23/2009), which is incorporated herein by reference and maintained on the Department’s website at:  
<http://www.myflfamilies.com/service-programs/community-based-care>.

**c. Performance Evaluation Methodology**

- 1) The performance evaluation methodology for statewide measures is described in the “**Community-Based Care Performance Measures Methodology Document.**”
- 2) Performance Measures Statement

By execution of this contract the Lead Agency hereby acknowledges and agrees that its performance under the contract must meet the measures set forth above as well as all

applicable state laws and rules and federal laws and rules included in the “**Community-Based Care Authority and Requirements Reference Guide,**” and will be bound by the conditions set forth in this contract. If the Lead Agency fails to meet these measures, **in addition to any liquidated damages assess pursuant to Section D. Special Provisions, Paragraph 19,** the Department, at its exclusive option, may allow up to six (6) months for the Lead Agency to achieve compliance with the measures. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Lead Agency to the Department’s satisfaction, the Department must cancel the contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

**d. CBC LEAD AGENCY SCORECARD PERFORMANCE STANDARDS**

The following CBC Lead Agency Scorecard Performance Standards apply to performance under this Contract:

<b>Community Based Care Lead Agency Scorecard Performance Standards FY 13-14</b>	
<b>Performance Characteristics</b>	<b>Standard</b>
1) In-State Children Seen within 30 Days (In-Home & Out-of-Home)	≥99.5%
2) No Verified Maltreatment During In-Home Services or within 6 Months of Termination of Services (In-Home & Out-of-Home)	≥96.0%
3) Ratio of Children Receiving Family Preservation Services to Children with Verified Maltreatment	≥2.00
4) Required Mother & Father Contacts: Child in Out-of-Home Care, Goal Reunification	≥50.0%
5) Children Reunified within 12 Months of Entry	≥48.4%
6) Reunified Children Who Re-entered Care within 12 Months	≥9.9%
7) Ratio of Adoptions in Last 12 Months to Children in Care More than 12 Months	≥0.500
8) Children in Care 8 Days-12 Months with No More than Two Placements	≥86.0%
9) Medical, Immunization, Dental Services	≥90.0%
10) Children Ages 5-17 Enrolled in School	≥95.0%
11) Former Foster Youth Ages 19-22 with Diploma or GED	≥40.0%
12) Administrative Expenditures as Percent of YTD Expenditures	<b><u>4.0 %</u></b>

**6. Lead Agency Responsibilities**

**a. Lead Agency Unique Activities**

- 1) At the request of the Secretary of the Department or his/her designee, or the Regional

Managing Director/Regional Family and Community Services Director/Community Development Administrator or his or her designee, the Lead Agency shall provide performance information or reports other than those required by this agreement. The Department agrees to make these requests only after all data sources to which the Department has access have been exhausted. These requests should be a last resort and made with due consideration for Lead Agency workload and costs. For requests that are complex and difficult to address, the Lead Agency and the Department will develop and implement a mutually viable work plan. Annually, the Lead Agency will participate with the regional Quality Assurance (QA) staff in the production of two (2) Special QA Reviews for systemic issues identified by the Secretary.

- 2) The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors results in an investigation.
- 3) The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.
- 4) The Lead Agency accepts its responsibility for all work required under this contract whether performed with its own resources or by an approved subcontractor. The Lead Agency shall monitor the performance of its subcontractors; conducting follow-up actions in accordance with the Department approved Subcontract Monitoring Plan.
- 5) If conditions exist that could interrupt service delivery, the Lead Agency shall notify the Department within 48 hours. Reportable conditions may include but are not limited to:
  - a) Inappropriate client terminations
  - b) Financial concerns or difficulties
  - c) Service documentation problems
  - d) Subcontract non-compliance
  - e) Ineffective services and increasing client complaints

The above notice shall include a brief summary of the condition(s) or problem(s), the proposed countermeasures, and the time frames for implementation of the countermeasures.

- 6) The Lead Agency shall establish a procedure for foster and adoptive parents to contact a Lead Agency representative in the event of delayed or non-delivery of payments. The Lead Agency representative will address and resolve the issue.
- 7) The Lead Agency agrees to coordinate and collaborate with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (PL 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.
- 8) Fee collections. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department

within 30 days of their receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Provider under this contract for services provided to the client (s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client (s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Provider as Representative Payee in accordance with the terms of this contract.

- 9) Client Trust Fund. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., Chapter 65C-17, F.A.C. and the Department's Accounting Procedures Manual 7 APM 6. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Provider as the Representative Payee for eligible clients served under this contract.
  - 10) The Lead Agency agrees to deliver a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with the Department of Juvenile Justice and the Agency for Persons with Disabilities. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies. The Lead Agency agrees to immediately respond to requests to mitigate child abuse and neglect for this population.
  - 11) **Child Protection Transformation** - The Lead Agency is responsible for working in partnership with the Department to successfully implement a mutually agreed upon case management decision making model during the state fiscal year 2012-2013.
- b. Coordination With Other Providers/Entities.** The Lead Agency agrees to work with the Department's regional staff and to dedicate resources to the execution of the Health Care Service Plan. Once developed, the Lead Agency agrees to take the lead on the implementation and ongoing management of the resultant Plan.
- 1) The Lead Agency agrees to dedicate resources to the execution of statewide interagency or working agreements with the Agency for Persons with Disabilities (APD), Children's Medical Services (CMS), the Department of Juvenile Justice (DJJ), the Department of Health (DOH), the Agency for Health Care Administration (AHCA), the Department of Education (DOE) and any other government entity providing services to children and/or in the child welfare system.
  - 2) Within 45 days of the effective date of this contract, the Lead Agency hereby agrees to work with the Department's regional staff and dedicate resources to the execution of these agreements with APD, CMS, DJJ, DOH, AHCA, DOE and local certified domestic violence centers to include specific joint operating procedures to improve outcomes of families involved in the child welfare system. Once developed, the Lead Agency agrees to take the lead on the implementation and ongoing management of resulting local interagency or working agreements.
  - 3) Upon the effective date of this contract, the Lead Agency agrees to work with the Department's regional staff to establish and take the lead on maintaining working agreements with other Providers, Department entities, to include but not limited to those areas addressed in the statewide interagency agreements referenced above, local housing authorities, local work

force initiative, and other local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.

- 4) Upon the effective date of this contract, the Lead Agency hereby agrees to have established and to maintain working agreements to include joint operating procedures with any entity providing Child Protective Investigations (CPI) in counties served by the Provider under this contract. The Lead Agency agrees to amend working agreements as needed with entities providing CPI to clarify roles and responsibilities.
- 5) Upon the effective date of this contract the Lead Agency hereby agrees to work with the Department's regional staff to develop interagency working agreement (s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in their area of operation. If the Lead Agency can show the Department's regional staff that they have an alternative plan in place that addresses all of the areas below, they may be exempted from this requirement. The agreements shall address at least the following areas where applicable: dental services for children and families, medical and behavioral health care services for children and parents including for parents without health care insurance coverage, nursing case management and health care coordination, and supportive services such as transportation.
- 6) The Lead Agency hereby agrees to participate with the Department's regional staff to develop and implement a system of care with the Department's contracted Managing Entities within the Lead Agency's communities through the execution of a working agreement.
- 7) The working agreement must address prompt access to services for parents and children from the providers contracted through the Managing Entities. The working agreements must be completed by October 1, 2012 or 90 days after the effective date of a new Managing Entity or Lead Agency. The Lead Agency shall support access to and participation in the parents' treatment and shall assist in locating and obtaining child care subsidies for quality child care services, feasible transportation to outpatient treatment, provision of parent training that is evidence based for parents with substance or mental health disorders and is appropriate for the ages of the children, and provide assistance to the parents in locating safe housing if necessary when the parents are in outpatient treatment. The Lead Agency shall ensure that the Dependency Case Management subcontract providers coordinate the necessary health care services, and integrate other services with substance abuse and mental health treatment and supports and require their subcontracted providers to participate in family or clinical teams. The Lead Agency shall consider contracting with the substance abuse and mental health subcontractors for the parent training to ensure integration of the treatment and parenting supports.
- 8) Upon the effective date of this contract the Lead Agency agrees to participate with the Department's regional staff to develop an agreement with the local Health Plan to establish mutual protocols to address the behavioral health care needs of enrollees that are parents who are under investigation by the Department of Children and Families or Sheriff's Office for abuse or neglect and parents that are receiving services from the Community Based Care Lead Agency and their children are enrolled in the Florida Safe Family Network. The agreement will address: notification to the Health Plan regarding the parent's status and need for services, prompt screenings, evaluation and if necessary, enrollment in an evidence-based treatment program, communication requirements regarding attendance and progress, participation in multi-disciplinary clinical teams, participation in family team meetings, and assistance at the time of reunification and case closure.
- 9) The Lead Agency hereby agrees to dedicate resources to the execution of, and take the lead on the implementation and ongoing management of local and state plans for the promotion of

adoption, support of adoptive families, and prevention of abuse, abandonment, and neglect of children as outlined in ss. 39.001(8) and (9), F.S.

- 10) The Lead Agency agrees to dedicate resources to the execution of, and take the lead on the implementation and ongoing management of local action plans for the early development and education of children and youth in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for our children and will address issues that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness including access to quality child care, early head start or head start, early childhood special education, Early Steps and other early development and learning opportunities.
- 11) In establishing community-based partnerships, including Partners for Promise or its successor, the Lead Agency should demonstrate efforts to collaborate with the local Department of Children and Families office to achieve maximum outcomes.

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

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

**7. Department Responsibilities**

**a. Department Obligations**

- 1) The Department agrees to provide technical assistance and consultation to the Lead Agency in the process of initial licensing and re-licensing of family foster homes.
- 2) The Department retains the responsibility for the review, approval or denial, and issuance of all foster home licenses. After receiving a request for licensure or re-licensure and a copy of the foster home's home study or group home's narrative study with a complete licensing packet or foster home licensing attestation forms, the Department has ten (10) business days to issue the license or provide a written statement expressly stating the basis for denial and its legal authority.
- 3) Upon receipt of a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors, the Department agrees to notify the Lead Agency within one working day. The Department will work in cooperation with the Lead Agency when investigations are conducted.
- 4) The Department agrees to process applications submitted by the Lead Agency for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The Department agrees to assist the Lead Agency with access to and coordination with other service programs within the Department such as Substance Abuse, Mental Health, Domestic Violence, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.4). The Lead Agency shall contact the various program offices within the Department for assistance and instruction on how to access these services. The Department will respond to the Lead Agency's inquiry within five (5) working days.

- 6) The Department agrees to determine Medicaid eligibility within 15 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition, the Department has exclusive authority to determine Titles IV-E, Title IV-A, and Title XIX eligibility, and will provide eligibility information to the Provider within 45 working days of receipt of a completed application.
- 7) The Department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or Department policies, including those references listed in "**Community-Based Care Authority and Requirements.**"
- 8) The Department agrees to provide the necessary training and technical assistance when changes or additions are made to the statewide adoption website (adoptflorida.org)
- 9) The Department is responsible for developing, in cooperation with the Community-Based Care Providers, a standardized competency-based curriculum for certification training and for administering the certification testing program for child protection staff.
- 10) The Department agrees to provide training and technical assistance on the responsibility of the Lead Agency to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The Department will take the lead in the collaborative development of statewide and local interagency of agreements to coordinate services for children and/or parents involved in the child welfare system who are also involved with the Agency for Persons with Disabilities, Department of Juvenile Justice, Department of Education, Department of Health and other governmental organizations that share responsibilities for children and/or parents in the child welfare system.
- 12) The Department shall take the lead in the collaborative development of a working agreement with the Lead Agency and the Substance Abuse and Mental Health Managing Entity and their subcontractors to ensure that integration of services and supports for children and parents served in the child welfare system. The Department will work with the Regions and the Lead Agencies to develop mechanism to assess the local community's ability to provide appropriate substance abuse and mental health services to children and parents in the child welfare system and will help develop strategies for improved use of resources and integration of care.
- 13) The circuit/region shall ensure that each child receives the services of the Medicaid Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) entitlement including the 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
- 14) Implementation of Title IV-E Waiver Demonstration Project. The Department agrees to support the Lead agency in the delivery of services and supports to eligible children and families and in monitoring the contract as the Lead Agency implements a modified array of services in compliance with the Title IV-E Waiver Demonstration Project.
- 15) Representation: In all juvenile dependency related legal proceedings, including termination of parental rights, Children's Legal Services represents the State of Florida. The General Counsel's office retains the authority and responsibility for representing the Department of Children and Families. Neither the Department attorneys nor its contracted attorneys represent the Lead Agency.

**b. Department Determinations**

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

**c. Requirements**

1) Contract Monitoring

- a) The Department shall conduct or cause to be conducted an annual review of Lead Agency compliance with contract terms and conditions as well as any approved financial policies and procedures. The Department will streamline administrative monitoring by accepting recent results of accreditation awarded by the Council on Accreditation, the Commission on Accreditation of Rehabilitation Facilities, and the Joint Commission on Accreditation of Healthcare Organizations, and recent results of monitoring performed by another state agency, when the standards monitored by these entities distinctly and specifically meet or exceed those of the Department. In these cases, the Department will not duplicate monitoring for two years following the award of accreditation and for one year following on-site monitoring by another state agency, unless there is a documented concern regarding performance.
  - b) The Department will conduct fiscal monitoring to provide financial oversight and ensure integrity regarding the Lead Agency's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the Provider's services contract. The staff performing fiscal monitoring will be allowed full access to all of the Lead Agency's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight.
- 2) The Department shall define and jointly implement with the Lead Agency a formal system for quality management planning, documenting, reviewing, measuring, reporting, analyzing, and improving for service delivery and administration. This system will monitor progress toward achievement of state and federal requirements for compliance and outcomes.

**d. Progressive Intervention and Program Improvement**

The Lead Agency agrees that if it fails to demonstrate satisfactory progress in areas of noncompliance, the Department may implement the “**Community-Based Care Progressive Intervention and Program Improvement**” (dated 05/10/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care>.

**8. Relationship of the Parties Relating to the Interaction Between the Lead Agency and its Subcontractors and the Department through Children's Legal Services (CLS).**

**Exhibit B - Children's Legal Services** attached hereto and made a part hereof shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS. In addition to, without limiting any other provisions of this Attachment I, and without being limited by any other provisions of this Attachment I, the parties shall have and comply with the respective rights, responsibilities, and obligations of the parties and shall be bound by the respective acknowledgements of the parties set forth in **Exhibit B, Children's Legal Services**. Through contract, the Lead Agency shall cause its subcontractors to be bound by and comply with the responsibilities, obligations, and acknowledgments of the Lead Agency set forth in **Exhibit B, Children's Legal Services**.

**C. METHOD OF PAYMENT**

**1. Payment Clause**

- a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of



the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$**105,544,930.00** subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II-A	Fiscal Year 13-14	\$ <b>21,108,986.00</b>
Attachment II-B	Fiscal Year 14-15	\$ <b>21,108,986.00</b>
Attachment II-C	Fiscal Year 15-16	\$ <b>21,108,986.00</b>
Attachment II-C	Fiscal Year 16-17	\$ <b>21,108,986.00</b>
Attachment II-C	Fiscal Year 17-18	\$ <b>21,108,986.00</b>

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/13 – 5/31/14)	\$ <b>1,759,082.16</b>	<b>11</b>	\$ <b>19,349,903.76</b>
One Month of Child Welfare and Related Services (6/01/14 – 6/30/14)	\$ <b>1,759,082.24</b>	<b>1</b>	\$ <b>1,759,082.24</b>
One Month of Child Welfare and Related Services (7/01/14 – 5/31/15)	\$ <b>1,759,082.16</b>	<b>11</b>	\$ <b>19,349,903.76</b>
One Month of Child Welfare and Related Services (6/01/15 – 6/30/15)	\$ <b>1,759,082.24</b>	<b>1</b>	\$ <b>1,759,082.24</b>
One Month of Child Welfare and Related Services (7/01/15 – 5/31/16)	\$ <b>1,759,082.16</b>	<b>11</b>	\$ <b>19,349,903.76</b>
One Month of Child Welfare and Related Services (6/01/16 – 6/30/16)	\$ <b>1,759,082.24</b>	<b>1</b>	\$ <b>1,759,082.24</b>
One Month of Child Welfare and Related Services (7/01/16 – 5/31/17)	\$ <b>1,759,082.16</b>	<b>11</b>	\$ <b>19,349,903.76</b>
One Month of Child Welfare and Related Services (6/01/17 – 6/30/17)	\$ <b>1,759,082.24</b>	<b>1</b>	\$ <b>1,759,082.24</b>
One Month of Child Welfare and Related Services (7/01/17 – 5/31/18)	\$ <b>1,759,082.16</b>	<b>11</b>	\$ <b>19,349,903.76</b>
One Month of Child Welfare and Related Services (6/01/18 – 6/30/18)	\$ <b>1,759,082.24</b>	<b>1</b>	\$ <b>1,759,082.24</b>

These amounts are subject to increase, via contract amendment, according to the terms specified in Section C.11, Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of s. 216.181(11), F.S.

This contract is funded by the following FY 2011-12 Appropriation Line Items: 302 10304 G/A Child Protection; 309 108304 G/A Community Based Care, 321 100800 Purchase of Therapeutic Services for Children.

**b. Advance Payments**

- 1) Advance payments shall be equal to 1/12<sup>th</sup> of the current fiscal year contract value or, in the event that the fiscal year contract value is changed during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 2) Advances may be requested prior to each month of service for the entire term of the contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with subsection 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the Department periodically or at the end of the contract term including the time period of any renewals no later than 45 days after the end of the contract. Any interest earnings must be documented on an **“Interest Earned Quarterly Report”**, which is incorporated herein by reference and is maintained on the Department’s website, and submitted to the Department with the monthly invoice following the quarter.
- 3) The Lead Agency shall submit all advance payment requests no later than the 20<sup>th</sup> day of the month prior to the month of service.

**2. Cost Allocation Plan**

- a. The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the Department’s contract manager by July 31st of each state fiscal year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department’s website. The Department will review and provide any comments within 15 days of submission. Any CAP revisions as required by the Department are to be submitted to the Department’s contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20<sup>th</sup>, of each state fiscal year, will result in no further payments being made until the Department approves the CAP.
- b. If a Lead Agency is requested in writing at any time during the state fiscal year to amend or revise their CAP, they shall have 20 days from the date of written notification from the contract manager to submit the amended or revised CAP. The Department will review and provide written comments within 15 days of submission. The Lead Agency must submit a revised CAP within 15 days of the date of the Department's written response.

**3. Invoice Requirements**

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency’s letterhead and shall be in the format described in the **“CBC Invoice”**, which is incorporated herein by reference and is maintained on the Department’s website. In addition, the following documentation is required, with each submission of an invoice:

- Prior Month **“CBC Monthly Actual Expenditure Report”**, which is incorporated herein by reference and is maintained on the Department’s website, except the June Monthly Actual Expenditure Report that shall be submitted with the **“CBC Final Expenditure Report”**, which is incorporated herein by reference and is maintained on the Department’s website.
- **“Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports”**, which is incorporated herein by reference and is maintained on the Department’s website.
- **“Child Access and Visitation Grant Monthly Match Funds Report”**, which is incorporated herein by reference and is maintained on the Department’s website

- FSN generated OCA Roll-Up Report.

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The **“CBC Final Expenditure Report”** for the prior FY shall be submitted on the date of the payment request for September of each FY.

- a. The Lead Agency shall submit within 30 days from any amendment of a Schedule of Funds from the Department a completed **“CBC Annual Budget by Service Category”** and a completed **“CBC Functional Budget Template”**, which are incorporated herein by reference and are maintained on the Department’s website in the format contained in the CBC Annual Budget by Service Category. The Department will review and provide any comments within 15 days of submission. Any budget revisions as required by the Department are to be submitted to the Department’s contract manager within ten (10) days of receipt of the Department’s comments. Failure to submit a completed annual budget within this time frame of each state fiscal year will result in no further payments being made until a completed annual budget is submitted to the Department.

Subject to Legislative approval of carry forward of state funds from one year to the next, a **“Planned Uses of State Funds Carried Forward”** which is incorporated herein by reference and is maintained on the Department’s website, is due within 30 days after receiving confirmation of the approved amount from the Department.

- b. Budget Design and Earning Requirements:

- 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the **“CBC Final Expenditure Report Description”** which is incorporated herein by reference and is maintained on the Department’s website using the format contained in the **“CBC Final Expenditure Report”**.
- 2) The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies. Earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of state amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the **“CBC Final Expenditure Report Description”** which is incorporated herein by reference and is maintained on the Department’s website using the format contained in the **“CBC Final Expenditure Report.”**
- 3) Costs incurred by the Provider will be reimbursed by contract funds under the following conditions:
  - a) All costs incurred by the Provider in the provision of foster care and related services must be of a type authorized by this Contract, allowable in nature under Federal standards and State law, allocable to this contract, reasonable in amount and prudently incurred in the performance of services under this Contract.
  - b) The Provider will receive payment of a reasonable administrative cost in addition to funding for the provision of foster care and related services, which shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events.
  - c) Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.

- d) Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.
  - e) Payment of severance due to separation of employment or settlement of employment disputes is limited as described in s. 215.425, F.S., and subject to reasonably and prudently incurred cost principles.
- 4) Carried Forward Funding
- a) The Lead Agency may carry forward documented unexpended state funds from one fiscal year to the next; however, the cumulative amount carried forward may not exceed 8 percent of the contract total. Any unexpended state funds in excess of that percentage must be returned to the Department. The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract. Any unexpended funds that remain at the end of the contract period shall be returned to the Department. Funds carried forward may be retained through any contract renewals and any new procurement as long as the Lead Agency is retained by the Department.
  - b) Following the end of any State Fiscal Year, the Department agrees to identify the amount of unexpended state funds. The Lead Agency agrees to submit the State Funds Carry Forward Report, which is incorporated herein by reference and is maintained on the Department's website, on a monthly basis to report on any expenditure of approved carry forward amounts. The Lead Agency agrees to submit the monthly report as a supplement to the CBC Monthly Actual Expenditure Report when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.
  - c) The Provider agrees to document the expenditure any unexpended state funds from the prior fiscal year Community-Based Care contract. The funds carried forward from a prior contract may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract. The Provider agrees to submit a separate State Funds Carry Forward Report, which is incorporated herein by reference and maintained on the Department's website, to account for those expenditures.
- 5) The budgeted amount for **Section C** must be equivalent to the amount identified in the Schedule of Funds (Attachment II).
- c. A new "**CBC Annual Budget by Service Category**" form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. Any revisions made to the "**CBC Annual Budget by Service Category**" shall be subject to Department approval. The Department may also request a new "**CBC Functional Budget Template**". Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.

d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - August	Estimated Pay	1/6th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 <sup>th</sup> of Fiscal Year Contract Amount	The 20 <sup>th</sup> day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

**4. Service Delivery and Expenditure Documentation**

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved cost allocation plan.

**5. Expenditure Documentation**

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in s. 409.1671, F.S., and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

[http://www.myfloridacfo.com/aadir/reference\\_guide/reference\\_guide.pdf](http://www.myfloridacfo.com/aadir/reference_guide/reference_guide.pdf)

**6. Full Compensation**

This fixed price contract entitles the Lead Agency to receive full compensation for the State funded portion of the fixed contract amount upon completion of all contract deliverables. Any disputes regarding the completion of contract deliverables are subject to the provisions of Section D.1., Dispute Resolution.

**7. Earning Federal Funds**

The Lead Agency shall perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds will result in a corresponding reduction of the total amount paid under this contract.

**8. Match Requirements**

- a. To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency 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 Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.
- b. For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.

**9. Federal or State Audit**

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

**10. Fees**

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

**11. Renegotiation**

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

- a. Subsection 409.1671(1)(a), F.S., requires the Department to transfer all available funds, including federal funds for which Lead Agencies are eligible, and the Lead Agency shall earn, and that portion of state funds which is currently associated with the services that are being furnished under this contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671(8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. The Department is obligated to pass on any additional program specific funds that are appropriated to the Department for the Lead Agency. If additional funds are obtained they may increase the fixed price for the remainder of the applicable fiscal year.
- f. Any renegotiation to the terms of this contract shall be documented via contract amendment.

**12. Contract Renewal**

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

**13. MyFloridaMarketPlace Transaction Fee**

This contract is exempt from **MyFloridaMarketPlace** transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

**D. SPECIAL PROVISIONS**

**1. Dispute Resolution**

- a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to

the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer (CEO) and the Regional Managing Director/Community Development Administrator of the respective parties. Upon referral to this second step, the Chief Executive Officer (CEO) and the Community Development Administrator shall confer in an attempt to resolve the issue.

- b. If the Regional Managing Director/Community Development Administrator and Chief Executive Officer (CEO) are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.
- c. The provisions of Section 31 of PUR 1000 shall not apply.

## **2. Termination**

Section 30a (or Section 42.a of the 2011 version) of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

“This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan, as described in the “**CBC Expiration/Termination Transition Planning Requirements**” (dated 5/09/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care> with the other party within 30 calendar days of making such notification. This provision shall not limit the Department's ability to terminate this contract for cause according to other provisions herein.”

## **3. Fidelity Insurance**

The Lead Agency shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in Section 9 (or Section 10 of the 2011 version) of the Standard Contract, entitled Insurance. No payment shall be made to the Provider until the fidelity bond is in place, and approved by the Department in writing. This paragraph is not applicable to Lead Agencies that are a county government.

## **4. Third Parties**

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

## **5. Client Files**

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

## **6. Insurance**

During the existence of this contract, and any renewal(s) and extension(s) of it, the Lead Agency agrees to maintain, and through contract require that its subcontractors maintain, insurance in

accordance with s. 409.1671, F.S., any subsequent amendments to the statute, and the following requirements.

- a) The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with s. 409.1671, F.S.
- b) The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance.
- c) The Lead Agency and all of its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.1671, F.S.
- d) All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal.
- e) The Lead Agency shall provide, and through contract require its subcontractors to provide, the department with certificates of insurance naming the department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of the contract, attached to a certification in the following form:

I HEREBY CERTIFY to the Florida Department of Children and Families that, except to the extent explained below, the attached certificate(s) of insurance accurately and fully represent the coverage(s) and limits of coverage under the policies of insurance in effect for the period(s) set forth in the certificate(s), including:

- (i) Any sublimits of insurance limiting coverage for any particular category or risk or coverage;
- (ii) Any restrictions limiting any insurance coverage to or excluding any insurance coverage from any particular geographical area;
- (iii) Any time limits on claims reporting that may affect coverage for occurrences under listed policies;
- (iv) Any exclusions from professional liability coverage for any acts, errors, or omissions of the insured, its employees or agents in providing the services to children and families; and
- (v) Coverage of all owned autos, hired autos, and non-owned autos,

and that the listed excess or umbrella policies provide coverage in excess of the limits of all general liability, professional liability or automobile liability policies

Insert any explanation of the material provisions, exclusions, restrictions, and limits of coverage that are not readily evident on the face of the attached certificate(s):

Date

\_\_\_\_\_  
(signature of authorized representative)

Submission of the foregoing shall not operate as acceptance by the department of the adequacy of such policies to comply with these provisions.



**7. Leasing: Private Sector Leases**

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

**8. Governance**

The Lead Agency shall be a Florida corporation not-for-profit without voting members with a principal office located in the geographic area served by the Lead Agency. Requests for exceptions to the residential requirements of this provision shall be submitted to the contract manager and must be approved by the Secretary of the Department or designee. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors whose membership shall be **100%** community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the Providers that are part of the Lead Agency's Provider network, or any suppliers that result in a personal financial gain to any director or officer.

**9. Related Party Transactions and Conflict of Interest**

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

**10. Sponsorship Provision**

In the event the Lead Agency or its subcontractors meet the requirements of subsection 409.1671(11), F.S., they are exempt from the "Sponsorship" provisions, Section 16 (or Section 18 for the 2011 version) of the Standard Contract.

**11. Emergency Preparedness**

In addition to the provisions in Section 12 (or Section 30 of the 2011 version) of the Standard Contract, the Lead Agency agrees to incorporate further provisions to their emergency preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

- a. identify, locate, and continue availability of services for children under state care or supervision who are displaced or adversely affected by a disaster;
- b. respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster, and provide services in those cases;
- c. remain in communication with caseworkers and other essential child welfare personnel who are displaced because of a disaster;
- d. preserve essential program records; and
- e. coordinate services and share information with other states.

An updated plan shall be submitted to the contract manager on a yearly basis, commencing one year from the date of acceptance of the initial plan.

## 12. Children's Mental Health Child Welfare Wraparound Funding

The Lead Agency agrees to deliver children's mental health services with funds identified in Attachment II of this contract for this purpose. These funds, Purchase of Therapeutic Services for Children (100800), shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance, as defined pursuant to Sec. 1912 (c) of the Public Health Services Act, as amended by Public Law 102-321. These children are victims of abuse or neglect and are in out-of-home care, or are at high risk for placement in out-of-home care. These services must be identified in the mental health treatment plan for the child or the service plan for the child as defined in s. 394.496, F.S., or the case plan for the child as described in s. 39.6011 and s. 39.6012, F.S. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100800) funds are being spent as required, each Community Based Care Lead Agency will comply with the **"Therapeutic Services for Children (100800 Funds) Eligibility and Allowable Expenditures"** (dated 6/2010) and hereby incorporated by reference, and submit semi-annual expenditure reports to their Department contract manager for the 100800 funds expended during the state fiscal year. A **"Therapeutic Services for Children Purchases (100800 Funds) Semi-annual Report"**(dated 6/2010) is due February 28<sup>th</sup> for the first half of the current fiscal year and August 31<sup>st</sup> for the last six (6) months of the previous fiscal year.

## 13. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and, 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.

Reportable Incidents per CFOP 180-4 are:

- a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
- b. Fraud;
- c. Theft;
- d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc) immediately upon confirmation by the circuit;
- e. Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);
- f. Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the Internet to conduct personal business as defined by policy, etc.);
- g. Failure to report known or suspected neglect or abuse of a client;

- h. Improper expenditure or commitment of public funds;
- i. Contract mismanagement by a Department employee or by a contractor, subcontractor, or employee of either (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);
- j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN) system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);
- k. Any violation under Chapter 435, F.S., Employment Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,
- l. Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

#### **14. Indemnification**

- a) Notwithstanding the provisions of Section 8 (or Section 9 for the 2011 version) of the Standard Contract (entitled "Provider Liability and Indemnity"), the Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall not include the acts or omissions of any Lead Agency partner or subcontractor that is not a direct provider of foster care and related services to children and families. The Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Lead Agency subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless the Department for the subcontractor's acts or omissions. The Lead Agency remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless the Department.
- b) An agreement by the Lead Agency or a subcontractor of the Lead Agency to indemnify, defend, and hold harmless the Department shall not waive the limits of liability of the Lead Agency or the subcontractor under subsections 409.1671(1) (h), (i), (j)and (k), F.S.
- c) The obligation of the Lead Agency and any subcontractor to indemnify, defend, and hold harmless the Department shall not include any loss or damages caused by the negligent acts or omissions of the Department.

#### **15. Employment Eligibility Verification**

- a Definitions. As used in this clause—
  - (1) "Employee assigned to the contract" means all persons employed during the contract term by the provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider to perform work pursuant to the contract with the department.
  - (2) "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

- (3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.
- b. Enrollment and verification requirements.
    - (1) The provider shall—
      - (a) Enroll. Enroll as a provider in the E-Verify program within 30 calendar days of contract award;
      - (b) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within three (3) business days after the date of hire; and
    - (2) The provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
      - (a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider will be referred to a DHS or SSA suspension or debarment official.
      - (b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider, then the provider must reenroll in E-Verify.
  - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .
  - d. Individuals previously verified. The provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider through the E-Verify program.
  - e. Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
  - f. Evidence. Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.
  - g. Subcontracts. The provider shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

## 16. Liquidated Damages

The parties agree that the remedy of law for Provider's failures to perform in accordance with the requirements of this contract described in **Exhibit D** would be inadequate, and that it would be impracticable and extremely difficult to determine the actual damages to the Department as a result thereof. It is therefore agreed that the liquidated damages specified in **Exhibit D** shall be applied by the Department upon the occurrence of the events described in **Exhibit D**. The remedies provided in

**Exhibit D** shall be cumulative and assessed upon each separate occurrence. The remedies provided in **Exhibit D** shall not limit or restrict the Department's application of any remedies available in contract other than assessment of actual damages and the damages resulting from this provision may be imposed regardless of whether penalties are imposed under Section 29 of the Standard Contract. Unless otherwise stated in **Exhibit D**, the liquidated damages described in that exhibit are applicable only for the failures to perform described in that exhibit and the Department reserves all rights to claim and pursue actual damages for Provider's failure to perform in accordance with the requirements of this contract not specified in that exhibit. Liquidated damages paid under this provision may not be paid from contract funds, may not be charged as a contract expense and may not reduce funds available for delivery of services under this Agreement.

#### **17. Quality Service Review (QSR) Reporting**

A Quality Service Review (QSR) roll-up report is due to the contract manager within 15 days after the end of the reporting quarter. The QSR roll-up report shall provide the compliance percentages for each domain in the areas of Child & Family Status Indicators and Practice Indicators for the cases reviewed in total for each quarter and year-to-date. The rollup report shall also provide the total overall compliance for each quarter and year-to-date for Percent of Points Earned on Child & Family Status Indicators, Percent of Points Earned on Practice Indicators and Total Percent of Points Earned.

#### **18. Reinvestment Strategy to Leverage Resources**

The Provider will implement proactive cost saving measures in their method of service delivery that will result in a reinvestment of approximately 10% savings over the life of the contract which, when realized, will be reinvested in the system of care resulting in measureable increases in the direct services provided to the community with the goal of enhancing services in the direct service level, funding unmet needs, and supporting the front line worker. The Providers organizational strategy and implementation activities will address, but not be limited to the following suggested measures:

- Leverage additional resources;
- Reduce Lead Agency and service provider overhead costs;
- Manage the utilization of high cost placements;
- Increase in-home services and family preservation services;
- Continue to reduce the need for out of home care; and,
- Redesign the service delivery system to increase efficiencies

The Provider will provide an annual report to the contract manager by July 30<sup>th</sup> of each fiscal year that will specifically address how savings will be demonstrated and/or additional services will be implemented for the upcoming year.

#### **19. Collocation of Resources and Space**

When it is operationally and economically feasible, the Provider and the Department mutually agree to pilot a program to collocate staff (i.e. CPI staff, API staff, ACCESS staff, CLS staff, CBC staff, Case Management staff, etc.) and resources (i.e. leased facilities, utilities, janitorial services, etc.) to gain economies of scale regarding reduced or shared costs, improved communication efforts and other realized efficiencies.

**E. LIST OF EXHIBITS**

**Exhibit A, Reports**

**Exhibit B, Children's Legal Services**

**Exhibit C, Adoption of the Attestation Model for Family Foster Home Licensing**

**Exhibit D, Liquidated Damages**

## EXHIBIT A – REPORTS

The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Report Title	Format	Frequency of Report	Submit To
<b>ADMINISTRATIVE REPORTS</b>			
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Personal Property Inventory & Disposition Report, which are incorporated herein by reference and is maintained on the Department's website	Must be completed for initial transfer of equipment, and annually on June 15 <sup>th</sup> thereafter	Contract Manager  <i>Forward Copy to: Cherie Williams, Property Management – General Services, Tall. 850/717-4034</i>
Expiration/Termination Transition Plan	See Expiration/Termination Transition Planning Requirements, which is incorporated herein by reference and is maintained on the Department's website.	Within 6 months of contract execution and 6 months prior to any end date.	Contract Manager  <i>Forward copy to: Jane McElroy, to coordinate review by Central Office with Contracted Services, General Counsel and Fiscal.</i>
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 12 (Sec. 30 of 2011 version) and F.S. Ch. 252 & Attachment. I.D. 15,	Annually, commencing one year from date of acceptance of initial plan	Contract Manager <i>Forward copy to:</i> <ul style="list-style-type: none"> <li>• <i>Regional General Services contact, or at the discretion of each Circuit, to the Circuit Disaster Coordinator</i></li> <li>• <i>Jane McElroy, Tallahassee</i></li> </ul>
<b>PROGRAMMATIC REPORTS</b>			
Independent Living's My Services and Florida National Youth in Transition Database (NYTD) Surveys	See Independent Living's My Services and Florida NYTD Surveys (by age group), which are incorporated herein by reference and maintained on the department's website.	As required in the implementation document, which is incorporated herein by reference and is maintained on the department's website.	N/A Surveys are entered into statewide data base
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Report, which is incorporated herein by reference and is maintained on the Department's website	Quarterly, within 30 days after the beginning of each quarter:	Contract Manager  <i>Forward Copy to: Johana Hatcher, Prevention Manager, Child Welfare Office, Tall. 850/717-4658</i>
Health Care Services Plan	<i>To Be Decided</i>	Annually, date TBD	Contract Manager  <i>Forward Copy to: Jane McElroy, to coordinate review by Central Office</i>

<b>FEDERAL REPORTING &amp; QUALITY MANAGEMENT</b>			
Civil Rights Checklist	Must use Form CF 946	Annually in May, no later than May 20 <sup>th</sup> .	Contract Manager  <i>Forward Plan to Regional EEO contact person:</i>
Annual Quality Management Plan	Criteria for QM Plan content provided annually by Central Office. See "Regional Quality Assurance Plan Update – Statewide Planning Criteria" (2010/11), which is incorporated by reference and is maintained on the Department's website.	Annual review and revise as necessary, or a memo indicating no revisions are needed; by July 31.	Contract Manager  <i>Forward copy to: Gail Perry, Quality Assurance, Child Welfare Office, Tall. 850/717-4676</i>
Data input from Regional QA Model reviews and special reviews	For Regional QA Model reviews : Web tools located at: <a href="http://apps1.dcf.state.fl.us/WebSecurity/login.aspx">http://apps1.dcf.state.fl.us/WebSecurity/login.aspx</a>  For special reviews: Web tool located at: <a href="http://scfmzcv1.dcf.state.fl.us/Checkbox/Login.aspx">http://scfmzcv1.dcf.state.fl.us/Checkbox/Login.aspx</a> or as issued by Central Office.	For Regional QA Model reviews; At least every six months, no later than January 10 and July 10  For special reviews; as directed by memo from Central Office.	Data Submitted on line.
Quality Assurance Analysis Report	Template for CBC Annual Summary of Quality Assurance Review Findings, provided by the Department and which is incorporated herein by reference and is maintained on the Department's website	Annually, no later than July 31	Contract Manager  <i>Forward copy to: Gail Perry, Quality Assurance, Child Welfare Office, Tall. 850/717-4676</i>
Child Access and Visitation Local Service Provider Survey  Applies only to programs receiving federal grant funds	See Child Access and Visitation Local Service Provider Survey, which is incorporated herein by reference and is maintained on the Department's website.  <i>Directions for completing Report:</i> Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, AND. Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at <a href="https://svpdb.org">https://svpdb.org</a> .  To obtain a login code and password for the database contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.	Quarterly: 35 days after end of the reporting period.  Annually: By October 15 <sup>th</sup> , covering previous federal fiscal year, 10/1-9/30	Contract Manager  <i>Forward copy to: Johana Hatcher, Prevention Manager, Child Welfare Office, Tall. 850/717-4658</i>



**EXHIBIT A – REPORTS (Continued)**

<b>Report Title</b>	<b>Format</b>	<b>Frequency of Report</b>	<b>Submit To</b>
<b>FISCAL REPORTS</b>			
Semi-Annual Training Expenditure Reports	See Documentation and Reporting Requirement for Child Welfare Pre-Service and In-Service Training, which is incorporated herein by reference and is maintained on the Department’s website.	Semi-Annually  February 1, and August 1(or next business day)	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Sandy Neidert, Child Welfare Office, Tall. 850/717-4652</i></li> </ul>
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the Department’s website	Monthly; 20 days after the end of the reporting month.	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Johana Hatcher, Prevention Manager, Child Welfare Office, Tall. 850/717-4658</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the Department’s website.	Monthly; 20 days after the end of the reporting month.	Contract Manager,  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Johana Hatcher, Prevention Manager, Child Welfare Office, Tall. 850/717-4658</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
Interest Earned Quarterly Expenditure Reports	See the Interest Earned Quarterly Report format which is incorporated herein by reference and is maintained on the Department’s website	Quarterly. CBCs who have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
Cost Allocation Plan (CAP)	See the CBC Cost Allocation Template, which is incorporated herein by reference and maintained on the Department’s website	Initially and by July 31st of each state fiscal year, as well as when changes warrant a modification	Contract Manager, and then Barney Ray, John Lyons and Dana Sweat.  <i>Forward Report to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
State Funds Carry-forward Report (when carry forwards are available)	See State Funds Carry-forward Report format which is incorporated herein by reference and is maintained on the	Shall be submitted on a monthly basis with the invoice to report on any expenditure of approved carry-forward amounts.	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons,</i></li> </ul>

	Department's website.		<p><i>Dana Sweat, Financial Management, Tall. 850/717-4700</i></p> <ul style="list-style-type: none"> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
CBC Monthly Actual Expenditure Report	See CBC Monthly Actual Expenditure Report format which is incorporated herein by reference and is maintained on the Department's website.	To be submitted monthly except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report"	<p>Contract Manager</p> <p><i>Forward Copy to:</i></p> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
CBC Final Expenditure Report	See CBC Final Expenditure Report format which is incorporated herein by reference and is maintained on the Department's website.	To be submitted on the date of the payment request for September of each FY.	<p>Contract Manager, and then Barney Ray, John Lyons, Dana Sweat and Cindy Grammas</p> <p><i>Forward Copy to:</i></p> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
CBC Annual Budget by Service Category"	See the CBC Annual Budget by Service Category format which is incorporated herein by reference and is maintained on the Department's website.	Must be reported within 30 days from the date they receive the Schedule of Funds of each state fiscal year and when payment requests follow an amendment that revises the Schedule of Funds	<p>Contract Manager, and then Barney Ray, John Lyons, Dana Sweat and Cindy Grammas</p> <p><i>Forward Copy to:</i></p> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>

Report Title	Format	Frequency of Report	Submit To
<b>FISCAL REPORTS (Continued)</b>			
CBC Functional Budget Template	See the CBC Functional Budget Template format which is incorporated herein by reference and is maintained on the Department's website.	Must be reported within 30 days from the date they receive the Schedule of Funds of each state fiscal year.	Contract Manager, and then Barney Ray, John Lyons, Dana Sweat and Cindy Grammas  <i>Forward copy to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
CBC Invoice	See CBC Invoice which is incorporated by reference and maintained on the Department's website.	Monthly, by the 20 <sup>th</sup> of the month (estimated pay for the following month)	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
Planned Uses of State Funds Carried Forward	See Planned Uses of State Funds Carried Forward (7/1/10) which is incorporated by reference and maintained on the Department's website.	Must be submitted within 30 days of receipt from Department of approved amount of state funds carry forward	Contract Manager  <i>Forward Copy to:</i> <ul style="list-style-type: none"> <li>• <i>Barney Ray, John Lyons, Dana Sweat, Financial Management, Tall. 850/717-4700</i></li> <li>• <i>Cindy Grammas, Accounting Services, Tall. 850/717-4722</i></li> </ul>
Report on Therapeutic Services for Children (100800 Fund) Expenditures	See Therapeutic Services for Children Purchases (100800 funds) Semi-annual Report format (June, 2010) which is incorporated by reference and maintained on the Department's website.	Must be submitted by August 31 <sup>st</sup> and February 28th of each fiscal year.	Contract Manager  <i>Forward copy to:</i> <i>Jackie Beck, Chief of Children's Mental Health, Tall 850/717-4325</i>

## **Exhibit B**

### **Children's Legal Services**

The State of Florida has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents. The Office of the Attorney General/State Attorney's Office, in its role as the Provider of legal services to the Department in all Chapter 39, F.S., matters, together with the State's lead agencies, case management Providers and protective investigators, are charged with carrying out that responsibility. Children's Legal Services, and the Office of the Attorney General through its contractual relationship with the Department, is the prosecution arm of the dependency system. Children's Legal Services (CLS) and the Office of the Attorney General or State Attorney's Office are collectively referred to herein as CLS/OAG or CLS/SAO.

The CLS Model can be analogized to that of the prosecutor. Both prosecutors and CLS attorneys have a higher ethical obligation than other lawyers. Each is expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Chapter 39 F.S., directive to ensure the health and safety of children and the integrity of families. The key partners and critical witnesses in the case are the case managers and child protective investigators who work with the children and their families through the use of family centered practice principles to provide services to help families reunify, to seek and implement other permanency options for the child, or where necessary, to work toward the termination of the parent's rights. Both are the critical eyes and ears of the attorney in the field. The case managers and child protective investigators are the experts in assessing risk and determining which clinical and/or other types of services are needed and are critical partners and witnesses in every case. Their expertise is critical to CLS attorneys in determining the proper position and recommendations made to the court.

This understanding of the role of CLS will be extremely effective in the Community-Based Care service delivery model. CLS, the Lead Agencies, the full case management Providers and the protective investigators must work together at every stage of a child's case. All must feel the urgency to ensure that the child's safety and well-being is paramount and that permanency is a constant focus. One of the most critical components of the CLS Model is true collaboration and partnership between the Department, the Lead Agencies and the Providers. All are responsible for the safety and well-being of our children.

In light of the above overview, this Exhibit sets forth responsibilities, obligations and acknowledgements of the Provider and CLS. For purposes of clarification, the terms of this Exhibit apply to any of Provider's approved subcontractors. Both the Provider and the subcontractors are collectively referred to in this Exhibit as "Provider".

The Provider and CLS agree to and acknowledge the following:

1. CLS is a statewide law firm within the Department. CLS attorneys are employed by the Department and represent the State of Florida, acting through the Department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, Sections 409.1451, 402.17 and 402.33, F.S. CLS's duty in representing the State is to ensure the health, safety and well being of children and the integrity of families when they come into contact with the Department as a result of an allegation of abuse, abandonment or neglect.
2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, Section 409.1451, F.S. governing Independent Living matters for children under eighteen (18) or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure including but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.

3. All documents prepared and kept by Provider are available at the request of CLS. The request may be made in either written or oral form and there are no additional subpoena requirements.
4. Prior to the court hearing (timeframe may be mutually agreed upon locally); the CLS attorney and case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event that a unified position is not arrived at, local escalation is encouraged up to the Managing Attorney, **Circuit Operations Manager CCDA**, case management agency supervisory staff, Lead Agency leadership and further within DCF if necessary. CLS has legal decision making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the Provider and DCF.
5. CLS does not provide legal representation to the Provider or any of its employees for any legal action but rather works in collaboration with the Lead Agency and case management staff.
6. Reasonable oral or written notification to any Provider employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Provider employee at such a proceeding.
7. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
  - Diligent Searches
  - Document Translations (excluding documents related to the Shelter Hearing, including the Shelter Petition)
  - Paternity Testing Services
  - Professional/Expert Witnesses
  - Depositions (including transcriptions)
  - Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country) (paid by CLS utilizing provider funds)
  - Publications (paid for by CLS utilizing provider funds)
  - Court Records (Including transcripts from evidentiary hearings and trials)
  - Lab fees
  - Birth and Death Certificates
  - Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) affidavits
  - Home Studies
  - Interstate Compact on the Placement of Children (ICPC) Documentation Physical and psychological/psychiatric evaluations
  - Copies of all documents and reports for all required parties (CLS and Provider will share responsibility for copies of documents as mutually agreed upon)
8. All documents requested by CLS and prepared by the Provider including but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S. and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) working days prior to hearing for review and/or filing.

9. For review and discovery purposes, CLS will have access to Provider's entire case file, either in hard copy or electronically. The Provider shall also submit to CLS any additions or updates to their file in an ongoing fashion throughout all stages of a dependency and termination of parental rights cases. The Provider shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Provider for any information or materials maintained by the Provider and CLS shall comply with all discovery requests.
10. The Provider shall be responsible for ensuring that the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, Independent Living assessments, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39 F.S. Juvenile Rules of Procedure, and the Florida Administrative Code.
11. The Provider shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product and shall not disclose without CLS express written permission. The Provider shall implement necessary protocols to ensure that any notes within a case file relative to conversations with a CLS attorney maintain confidentiality as set forth above. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the Provider as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.
12. To the extent possible, all necessary staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. Locally, CLS attorneys will make all efforts to be available for all staffings. The Provider shall ensure that the CLS attorney assigned to the specific case receives reasonable advance notice of all staffings for a child, including Independent Living staffings.
13. The Provider and CLS shall ensure that all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory.
14. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment such as prescribing psychotropic medication, the Provider shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.
15. In the event the Provider determines their inability to comply with a court order, the Provider shall immediately provide written notification to the CLS attorney as well as a detailed written explanation as to why the Provider is unable to comply. As a courtesy and at the request of the Provider, CLS may notify the court of the Provider's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. CLS will ensure all court orders are received by the Provider timely so the Provider is aware of what has been ordered by the Court.
16. The Provider shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Provider shall conduct all diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.
17. In an effort to expedite adoptions, CLS and the Provider will work together and share all necessary information regarding the status of all adoptions. The Provider shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements such as completion of adoption clearance forms for CLS review. The Provider is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, FAC.

18. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system, the Provider shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include but are not limited to: education (including services for homeless students under the McKinney-Vento Act), school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services help provide the child with access to a pro bono attorney to represent the child in the matter identified.

In the event that a Memorandum of Understanding or other agreement that sets forth obligations between CLS and the Provider exists and contradicts this Exhibit in any way, the terms and conditions of this Exhibit and this Attachment shall govern.

## **EXHIBIT C**

### **Adoption of the Attestation Model for Family Foster Home Licensing**

1. The Lead Agency is licensed as a child placing agency under Chapter 65C-15, F.A.C., and is authorized by Section 409.175 (6) (i), F.S., to conduct licensing studies of family foster homes to be used exclusively by the Lead Agency and to verify to the Department that the home meets the licensing requirements established by the Department. This Exhibit sets out procedures to be used by the Department Regional Foster Care Licensing Program Management and the Lead Agency staff when processing license applications and renewals for family foster homes to be used exclusively by the Lead Agency. The Regional Foster Care Licensing office and Lead Agency will work together to improve and simplify the application and renewal process moving the primary responsibility of compliance, quality information and documentation and initial decision-making from the Department to the Lead Agency. Use of the Attestation Model is optional.
2. Communication. Both parties agree to view their individual responsibilities as part of a team effort to ensure the highest quality of licensed foster home care in the Lead Agency's contracted Counties. In order to support continued collaboration and ensure the highest quality and safety for children served, the agencies agree to meet quarterly or as needed, based upon a joint decision by the Lead Agency and regional staff, to discuss any technical assistance on specific cases, review and modify processes and communication protocols that impact safety and quality in licensed foster care in the Lead Agency's contracted Counties.
3. Side-By-Side Reviews. Side-by-Side Reviews are designed to support the Lead Agency and strengthen communication among the staff representing the Department's Region Foster Care Licensing Program Management, the Lead Agency, the child placing agency (CPA) providers, aka supervising agencies, licensed under Chapter 65C-15, F.A.C., and Department Contract Management in order for all licensing packets to be of high quality, contain complete information and follow rule and law. Each region in collaboration with the Lead Agency will develop a transition process that requires **10** side by sides to be completed prior to full transition to the attestation model for licensing. At a minimum, on-going reviews will be completed during the relicensing process of the child placing agency; additional reviews may be completed prior to relicensing based on the needs of the individual agencies.
4. Prior to full transition to the Attestation Model, the region and lead agency will establish an accuracy rate for packets reviewed that will be no less than 90%.

#### **Lead Agency's Responsibilities**

5. The Lead Agency must sign the attestation notarized statement (Attestation for Foster Home Licensure form); subcontractor signatures are not acceptable; however, this does not preclude the Lead Agency from basing its attestation in whole or part on the work product of CPA's and other subcontractors.
6. The supervising agency will submit the licensing packets to the Lead Agency's personnel designated as the Licensing Review Specialist. This person is responsible for the licensing file review, recommendation and ultimately for submission of the licensing packets to the Department's Regional Foster Care Licensing Office.
7. The Lead Agency agrees to oversee and/or enter into agreements with all licensed child placing agencies operating as supervising agencies in their contracted area.



8. The Lead Agency will submit the entire licensing packet or information that supports the addendum or change request (i.e. capacity, location etc.) along with the Attestation to the Department's Regional Foster Care Licensing Office during the transition period.

9. After a successful transition period, the Lead Agency will retain the licensing packet and submit to the Department a Notarized Attestation Statement, Licensing Standards Checklist, and the initial Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007, in accordance with section 120.60(1), F.S., or the re-licensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) in accordance with section 409.175(6) (i), F.S. The Lead Agency shall submit re-licensing attestation packets to the Department at least 10 days prior to license expiration.

10. The Lead Agency will only use the Attestation Licensing Model for family foster homes to be used exclusively by that agency in accordance with Florida Statute 409.175(6)(b), F.S.; this does not preclude the agency from accepting out-of-county placements or from acting as a subcontractor to another Lead Agency that is also authorized to use the Attestation Licensing Model.

11. The Lead Agency agrees to submit the Attestation for Foster Home Licensing declaring:

**all documentation, background screening, and other elements required under s. 409.175, F.S., and Chapter 65C-13, F.A.C., for issuance of  initial or  renewal foster care license have been received and reviewed and found to be in compliance with all statutory and Administrative Code requirements by me and the application should be approved. Attach Licensing Standards Checklist, initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and Attestation Notarized Statement.**

**Or**

**\_\_\_\_\_ a review of the documentation, background screening, and other elements required under s. 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of  initial or  renewal foster care license demonstrates that the license should not be issued or renewed for the following reason(s): \_\_\_\_\_. Attach initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.**

**Or**

**\_\_\_\_\_ a review of the documentation, background screening, and other elements required under s. 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of a renewal foster care license demonstrates that a provisional license should be issued for the following reason(s): \_\_\_\_\_. Attach application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.**

The Lead Agency will forward the original license and cover letter to the supervising agency once the Department issues the foster home license.

12. In the case where Lead Agency recognizes that the licensing packet meets minimum licensing standards, but the Lead Agency has no intention of utilizing this home in their system of care, the Lead Agency will continue to submit the Re-Licensing packet. The Lead Agency may at their discretion add the utilization intention in the letter that is submitted.

13. If subcontracted, the Lead Agency will review and approve all initial and re-licensing packets for all their subcontracted agencies in their local area. The one exception applies to those Lead Agencies outside the local area who will review Lead Agency employees due to conflict of interest.

14. The Lead Agency will lead an integrated review team made up of subject matter experts and stakeholders, for the purpose of reviewing and determining a plan of action for reports of abuse and neglect in family foster homes and foster care referrals

### **Department Regional Foster Care Licensing's Responsibilities**

15. The Department Regional Foster Care Licensing will provide training and technical assistance as requested by the Lead Agency.

16. The Department Regional Foster Care Licensing office will communicate changes in policy and Administrative Code to the Lead Agency.

17. The Department Regional Licensing office will issue a State License that reflects the name of the foster parent(s), supervising agency, date, location and any specific restrictions.

18. The Department will participate as a member of the integrated review team for the purpose of reviewing and determining a plan of action for reports of abuse and neglect in family foster homes and foster care referrals.

19. Upon completion of a semi-annual review, the Department will provide the Lead Agency with a summary of the areas that were not in compliance for each home and request that those areas be corrected within a specified period of time (i.e. 2 weeks, possible child safety concern or 30 days if not child safety concern) from when the notification is made. The Lead Agency will provide the Department with confirmation that the deficiencies have been addressed.

20. After transition, the Lead Agency will maintain at least 90% compliance rate for both initial and re-license for each semi-annual review. If the Lead Agency falls below 90% during a review, the Department and the Lead Agency will work on a plan to ensure that compliance is achieved on the homes identified with deficiencies, as well as a plan to achieve the 90% compliance rate for future reviews.

### **Licensing Actions (Corrective, revocations, denials, etc)**

21. The supervising agency will submit the request and supporting documentation to the Lead Agency designated Licensing Review Specialist. The Lead Agency designated Licensing Review Specialist will review and staff the request with the Department Regional Licensing office and follow up with submission of request and all supporting documentation for review, approval and action.

22. The Department Regional Licensing Office will staff with the legal office Information received from the Lead Agency and draft actions accordingly.

### **Transition Readiness**

23. To ensure the Lead Agency is prepared to receive the review responsibilities as described, the Lead Agency is scheduled and will be evaluated to ensure readiness.

The Lead Agency selected **May 1, 2012** to begin transition. The Lead Agency has identified **LaChrista Jones** as the designated Licensing Review Specialist responsible for final review, recommendation and submission of all  Initial and/or  Re-Licensing application packets under 65C-13 and 65C-15.

Once the side-by-side family foster home licensing packet reviews demonstrate a 90% or above compliance rate for accuracy, quality and proper handling, the final transition of application packet review, management of licensing actions and recommendation responsibilities for both will occur. This will include a transfer of the Master Licensing files from the Department to the Lead Agency as the records custodian.

## **EXHIBIT D**

### **Liquidated Damages**

- A. Liquidated damages shall be assessed in the amount of **\$TBD.00** per day for each day for the following failure(s) of the Provider to comply with contract requirements:
- (1) Submission of a late invoice, supporting documentation, or report:
    - (a) The submission of an invoice or supporting documentation that fails to meet the deadline as specified in the Standard Contract, Section 19, Attachment I, Section C.1.b.3);
    - (b) The submission of a report that fails to meet the deadline as specified in Attachment I, Section B.4.c., and the deadlines as specified in Attachment I, Exhibit A;
    - (c) Liquidated damages shall be assessed from the required due date to the date of receipt by the Department;
    - (d) ~~The Department's contract manager will apply the total of the assessed liquidated damages against the most current pending invoice submitted by the Provider;~~
    - (e) ~~Written notification will not be required prior to the assessment of liquidated damages;~~  
~~and~~
  - (2) Submission of an unacceptable invoice, supporting documentation, or report:
    - (a) An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation.
    - (b) An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures.
    - (c) Liquidated damages will be assessed from the Provider's date of receipt of the written notification from the contract manager of an unacceptable invoice, supporting documentation, or report to the date of the Department's receipt of an acceptable invoice, supporting documentation, or report.
  - (3) In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of an invoice, supporting documentation, or report, the Provider may request an extension of that specific due date as follows:
    - (a) Extenuating circumstances will not be considered for the late submission of the final invoice.
    - (b) The Provider's contract signature authority shall attest to and document the extenuating circumstance to the contract manager by the specified due date of the invoice, supporting documentation, or report on Provider letterhead.
    - (c) This written request shall detail the steps that the Provider has put into place to submit the required invoice, supporting documentation, or report timely and provide a specific proposed due date for submission of the late invoice, supporting documentation, or report.
    - (d) This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.
    - (e) Submission of said attestation to the contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that acceptance, in writing by the contract manager, of the sufficiency of the extenuating circumstance beyond the control of the Provider shall constitute a separate act.
    - (f) Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department's contract manager shall assess liquidated damages against the Provider for each occurrence of the late submission of an invoice, supporting documentation, or report.

- B. Liquidated damages shall be assessed in the amount of **\$TBD.00** per month (or annually for #7 below) for each Performance Measure set forth in Section B.5.a. where the Provider has failed to meet or exceed the targeted percentage during the prior month.

**PERFORMANCE MEASURES**

- (1) Failure to attain the targeted **99.68%** of children served in out-of-home care who are not maltreated by their out-of-home caregiver over the past month.
- (2) Failure to attain the targeted **75.2%** for children reunified who were reunified within 12 months of the latest removal.
- (3) Failure to attain the targeted **9.9%** of children reunified who re-entered out-of-home care within 12 months.
- (4) Failure to attain the targeted **36.6%** of children who were adopted who were adopted within 24 months of the latest removal.
- (5) Failure to attain the targeted **29.1%** of children in out-of-home care 24 months or longer on July 1 who achieved permanency prior to their 18<sup>th</sup> birthday and by June 30.
- (6) Failure to attain the targeted **86%** of children in out-of-home care for at least eight days, but less than 12 months, who had two or fewer placement settings.
- (7) Failure to obtain **TBD** finalized adoptions between July 1, 2012 and June 30, 2013.
- (8) Failure to the targeted **99.5%** of children under supervision who are required to be seen a minimum of once every 30 days who are seen a minimum of once every 30 days.

- C. Liquidated damages shall be assessed in the amount of **\$TBD.00** per month for each CBC Lead Agency Scorecard Performance Standard set forth in Section B.5d., where the Provider has failed to meet or exceed the targeted percentage during the prior month.

**CBC LEAD AGENCY SCORECARD PERFORMANCE STANDARDS**

- (9) Failure to attain a targeted **99.5%** of In-State Children Seen within 30 Days (In-Home and Out-of-Home).
- (10) Failure to attain a targeted **96%** regarding No Verified Maltreatments During In-Home Services or Within 6 Months of Termination of Services (In-Home & Out-of-Home).
- (11) Failure to attain a Ratio of **2** Children Receiving Family Preservation Services to Children with Verified Maltreatment.
- (12) Failure to attain a targeted **50%** of Required Mother and Father Contacts: Child in Out-of-Home Care, Goal Reunification.
- (13) Failure to attain a targeted **48.4%** of Children Reunified within 12 Months of Entry.
- (14) Failure to attain a targeted **9.9%** Reunified Children Who Re-entered Care Within 12 Months.
- (15) Failure to attain a Ratio of **0.50** of Adoptions in the Last 12 Months to Children in Care More than 12 Months.

- (16) Failure to attain a targeted 86% Children in Care 8 Days-12 Months With no More than Two (2) Placements.
- (17) Failure to attain a targeted 90% for Completed Medical, Immunization, and Dental Services.
- (18) Failure to attain a targeted 95% of Children Ages 5-17 Enrolled in School.
- (19) Failure to attain a targeted 40% of Former Foster Youth Ages 19-22 Who Obtained a High School Diploma or GED.
- (20) Failure to maintain Administrative Expenditures of TBD% or less as a Percentage of YTD Expenditures.

D. With regard to liquidated damages under Sections B and C, in the event that the noncompliance was the result of adverse circumstance beyond the Provider's control, the Department will consider waiving or reducing the damages under the following circumstances:

- (a) Adverse circumstances beyond the Provider's control refer to unforeseeable events not arising from an act or omission of the Provider, its officers or employees that materially impaired the Provider's ability to perform and for which there were no reasonable means to mitigate or avoid the adverse impact.
- (b) Adverse circumstances arising from the acts or omissions of the Provider's subcontractors or sub-subcontractors will not be considered beyond the control of the Provider unless the Provider demonstrates that the subcontractor(s) had in place a Provider-approved quality assurance program, with sufficient Provider monitoring and controls in place to ensure achievement of performance standards.
- (c) The Provider shall demonstrate that it had corrected the noncompliance as quickly as reasonably possible and detail the steps that the Provider has put into place to avoid a future recurrence of the noncompliance.
- (d) In order to be able to rely on this Section D, the Provider's representative possessing contract signature authority shall attest to and document the adverse circumstances beyond the Provider's control to the contract manager at the time that it provides its response to any notice of noncompliance or notice of liquidated damages.
- (e) Receipt of the attestation by the contract manager does not constitute acceptance of the attestation. It is specifically agreed by the parties that acceptance, in writing by the contract manager, of the sufficiency of the adverse circumstances beyond the Provider's control is a condition of any waiver or reduction of the damages provided for hereunder.
- (f) Barring Department acceptance of adverse circumstances beyond the Provider's control, the Department's contract manager shall assess liquidated damages against the Provider In accordance with Sections B and C.

**Attachment II-A  
 CBC Schedule of Funds**

**CBC Name**

As of \_\_\_\_\_

<b>Sections A and B</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources			
<b>Subtotal Sections A and B</b>			
<b>Section C</b>			
Maintenance Adoption Subsidies			
Independent Living Services - Chafee Administration			
Chafee Road to Independence - Scholarship			
Chafee, ETV, Road to Independence			
All State Funded Independent Living Services			
Medicaid Administration			
State Access and Visitation			
SSFA Family Preservation			
SSFA Family Support			
SSFA Time Limited Reunification			
SSFA Adoption			
PI Training			
Legislatively Mandated Special Projects			
Children's Mental Health CW Wraparound Funding			
<b>Subtotal Section C</b>			
<b>Total All Fund Sources</b>			

**ATTACHMENT III**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Dr. Patricia Nellius-Guthrie  
\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Application or Contract Number

CBC of Brevard d/b/a Brevard Family Partnership  
\_\_\_\_\_  
Name and Address of Organization



## **ATTACHMENT IV FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT**

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

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERAL REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

**CF 1120 (12/14/2011)**

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department’s Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department’s Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families ( 1 electronic copy and management letter, if issued )

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Email address: [single\\_audit@dcf.state.fl.us](mailto:single_audit@dcf.state.fl.us)

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

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

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

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

### **PART IV: RECORD RETENTION**

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

**CF 1120 (12/14/2011)**

**Exhibit 1 to Attachment IV**

**POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**PROVIDER NAME :**

**CONTRACT #**

**PURPOSE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).**

**II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**A. MATCHING FUNDS FOR FEDERAL PROGRAMS:**

**State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.**

**B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at [www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html](http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html).**

**C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:**

**Compliance requirements applicable to these funds can be found in the contract.**

## ATTACHMENT V

### TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (dated April 3, 2006) which is incorporated herein by reference and maintained on the department's website. The Waivers are for the following provisions of the Social Security Act and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

- Section 472 (a) – Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
- Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.
- Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) – Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
- All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority

### OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

- Improve child and family outcomes through the flexible use of title IV-E funds;
- Provide a broader array of community-based services, and increase the number of children eligible for services; and
- Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress towards achieving each child and family's safety, well-being, and permanency goals.

The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

- Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;

- One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
- Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
- Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
- Enhanced training for child welfare staff and supervisors in service delivery and supervisory practices;
- Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
- Long term supports for families to prevent placement recidivism.

**DOCUMENTATION AND REPORTING REQUIREMENTS**

- The Lead Agency agrees to document progress of implementation on a monthly basis including a basic update on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services
- The Lead Agency agrees to all financial reporting requirements as described in this contract.
- During FY 2011-12, the lead agency agrees to continue to collect Title IV-E eligibility information through a simplified eligibility protocol and checklist. This eligibility determination information will be used so that all children will have an updated eligibility determination prior to the end of the Title IV-E Waiver Demonstration.

**EVALUATION**

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this contract was made or entered into.

_____ Signature	_____ Date
Dr. Patricia Nellius-Guthrie _____ Name of Authorized Individual	_____ Contract Number
CBC of Brevard d/b/a Brevard Family Partnership _____ Name and Address of Organization	