

RESOLUTION NO. 2011-212

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND HOPE PAVILION AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to Hope Pavilion, Inc., which are to be disbursed by St. Johns County, Florida, on an as needed basis, for the purpose of providing residential group home services to foster children of St. Johns County; and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Hope Pavilion, Inc., and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2 day of August, 2011.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

  
Deputy Clerk

By:

  
J. Ken Bryan, Chair

RENDITION DATE 8/5/11



**St. Johns County Board of County Commissioners**  
**Residential/Shelter Group Care**  
**Standard Agreement**

**THIS SUBCONTRACTOR AGREEMENT** is entered into between ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "SJC"), the Community-Based Care Lead Agency for child welfare services in St. John County, and Hope Pavillion, Inc. (hereinafter referred to as "Subcontractor").

**RECITALS**

**WHEREAS, ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS (SJC)**, has entered into a contract with the Florida Department of Children and Families (hereinafter referred to as "DCF"), relating to the administration and delivery of protective services supervision and social services to children and families who are referred to SJC, **WHEREAS, SJC** is responsible for providing and coordinating all services for children and their families with multiple needs who are under the supervision of SJC and are served by multiple Subcontractors; **WHEREAS, Subcontractor** is in the business of delivering quality child welfare services; and **WHEREAS, SJC** and Subcontractor mutually desire that Subcontractor deliver child welfare services to Clients (as defined below) in a cost-effective manner consistent with quality care.

**NOW THEREFORE**, in consideration of the mutual undertakings and contracts hereinafter set forth, SJC and Subcontractor agree as follows:

**ARTICLE I: Authority**

- 1.1 Section 409.1671, F.S., authorizes the Florida Department of Children and Families (DCF) to contract for community-based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. SJC is the contracted provider of child welfare services in accordance with this statute.

**ARTICLE II: Duties of Subcontractor**

- 2.1 **Subcontractor agrees:**
- (a) To provide services in accordance with the terms and conditions specified in this agreement including all attachments, which constitute the contract document. Such Services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The Subcontractor shall not be held responsible for non-compliance with the Contract terms where SJC has waived compliance in writing.
  - (b) To modify its Services to meet the needs of any particular Client prior to considering an unsuccessful discharge of such Client. Subcontractor acknowledges that the goal of SJC is to promote flexibility and specialization of treatment on an individual Client basis. Subcontractor shall assist SJC in striving to attain this goal as well as to assist SJC, on a system-wide basis, in identifying and developing new services to meet the needs of Clients.
  - (c) To comply with all federal, state, and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case/treatment planning and plans of care, placing Clients in substitute care, risk assessments, safety planning for Clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and Juvenile Court rules of procedure. Subcontractor shall comply with all revisions, amendments, modifications and additions to federal, state and local laws and rules related to subjects identified in this Section 2.1(c). Subcontractors outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

- (d) Attempt to maximize the use of state residents, state products and other Florida-based businesses, whenever possible, in fulfilling their contractual duties under this contract.

2.2

Governing Law:

- (a) If the Subcontractor receives federal funds, the Subcontractor shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92.
- (b) If the Subcontractor receives federal funds collectively over \$100,000, the Subcontractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30) , and Public Law 100-690, the Drug Free Workplace Act of 1988, and any modifications thereto. The Subcontractor shall report any violations of the above to SJC.
- (c) No federal funds received in connection with this contract may be used by the Subcontractor, or agent acting for the Subcontractor, to influence legislation or appropriations pending before the Congress or any State legislature. If the Subcontractor receives federal funding collectively in excess of \$100,000, the Subcontractor must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT V**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
- (d) Unauthorized aliens shall not be employed. SJC shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this contract.
- (e) If the Subcontractor collectively receives \$10,000 or more of federal funds, the Subcontractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45CFR, Part 92]
- (f) If the Subcontractor collectively receives federal funds and provides services to children up to age 18, the Subcontractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.
- (g) In accordance with Executive Order 12549, signed February 18, 1986 (guidelines published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 – 20369)), any Subcontractor that receives federal funding equal to or in excess of \$25,000 must sign a Certification Regarding Debarment and Suspension (form CF 1125) which can be obtained, completed and returned to SJC contract manager. Additionally, Subcontractors who audit federal programs must also sign this certification, irrespective of monetary threshold aforementioned, prior to execution of a contract. SJC, other CBC Lead Agencies, and the Department of Children and Families cannot contract with Subcontractors if provider is debarred or suspended by the federal government.
- (h) The Subcontractor agrees that it will not offer to give or give any gift to any Lead Agency CBC employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract period for the duration of two (2) years. In addition to any other remedies available to any Lead Agency CBC, any violation of this provision will result in referral of the Subcontractor's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Subcontractor's name on the suspended vendors/providers list for an appropriate period of time.
- (i) **Employment Eligibility Verification**
  - i. **Definitions.** As used in this clause —
    - (1) Employee assigned to the contract means all persons employed during the contract term by the Subcontractor to perform work pursuant to this contract within

- the United States and its territories, and all persons (including subcontractors) assigned by the Subcontractor to perform work pursuant to this contract.
- (2) "Subcontract" means any contract entered into by the Network Provider 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 the prime provider or another subcontractor.
- ii. **Enrollment and Verification Requirements**
    - (1) The provider shall —
    - (2) **Enroll.** Enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract execution;
    - (3) **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 Subcontractor and/or one of its subcontractors (if subcontracting is permitted under this contract) to perform work pursuant to this contract shall be verified as employment eligible within 3 business days after the date of hire; and
    - (4) The Subcontractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
    - (5) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Subcontractor will be referred to a DHS or SSA suspension or debarment official.
    - (6) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Subcontractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.
  - iii. **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>.
  - iv. **Individuals previously verified.** The Subcontractor 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 Subcontractor through the E-Verify program.
  - v. **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.
  - vi. **Evidence.** Of the use of the E-Verify system will be maintained in each employee's personnel file.
  - vii. **Subcontracts.** The Subcontractor shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in any of the Subcontractor's subcontracts (if subcontracting is permitted under this contract).

2.3 Service Documentation:

The Subcontractor shall provide accurate documentation to SJC regarding services provided to Clients according to requirements outlined in **ATTACHMENT I** to this contract.

2.4 Records: Access, Audits and Retention:

- (a) The Subcontractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by SJC under this contract.
- (b) The Subcontractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to

this contract for a period of six (6) years after completion of the contract or if an audit has been initiated and audit finding have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

- (c) Upon demand, at no additional cost to SJC, the Subcontractor will facilitate the duplication and transfer of any records or documents during the required retention period in Section 2.4(b).
- (d) The Subcontractor will assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or SJC employees.
- (e) At all reasonable times for as long as records are maintained, persons duly authorized by SJC, DCF, State and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the Subcontractor contracts and related records and documents, regardless of the form in which kept.
- (f) The Subcontractor will provide a financial and compliance audit to SJC as specified in **ATTACHMENT IV** and ensure that all related party transactions are disclosed to the auditor.
- (g) The Subcontractor will include these aforementioned audit and record keeping requirements in all subcontracts and assignments.

## 2.5 Monitoring:

The Subcontractor shall permit SJC or DCF to inspect any records, papers, documents, facilities, goods, and services of the Subcontractor that are relevant to this contract, and to interview any clients and employees and subcontractor employees of the Subcontractor to assure SJC of the satisfactory performance of the terms and conditions of this contract. SJC shall conduct a monitoring annually of the Subcontractor. All non-excluded providers who do not receive an on-site monitoring will be reviewed through an administrative desk review process. Determination of an on-site monitoring shall be established by a contractual risk assessment that uses pre-determined factors to rank contracts. These risk factors include, at a minimum, but are not limited to: annual dollar amount, nature of service, prior provider performance and corrective actions and last contract monitoring visit. After each monitoring, on-site or administrative review, SJC shall deliver to the Subcontractor a written report of its findings and recommendations. The Subcontractor hereby agrees to develop and implement a plan to correct all noted deficiencies identified by SJC or DCF within the specified period of time set forth in the approved corrective action plan.

As community-based care lead agency in St. Johns County, SJC shall be the primary holder of this contract for services rendered under the terms and conditions of this contract since Subcontractor's agency/facility/program is a residence of St. Johns County. Other lead CBC's who utilize Subcontractor for these same services shall utilize SJC monitoring report(s) in lieu of conducting a separate monitoring by their agency of Subcontractor. If subcontractor's agency/facility/program is not a residence of St. Johns County, SJC will utilize the subcontractor's home Community Based Care Lead Agencies monitoring reports and associated evaluations in lieu of conducting separate monitoring whenever possible, in order to fulfill statutory and Florida Administrative Code requirements for monitoring. However, SJC does reserve the right to perform separate monitoring if the home community based care lead agencies reports are not sufficient in order to adequately cover the needs of SJC.

## 2.6 Financial Penalties for Failures to Comply with requirement for Corrective Action:

- (a) Corrective Action Plans may be required for noncompliance, nonperformance, or unacceptable performance under the contract. SJC may choose to impose penalties for failure to implement or to make acceptable progress on such corrective action plans.
- (b) The increments of penalty imposition that shall apply, unless SJC determines that extenuating circumstances exist, shall be based upon severity of the noncompliance, nonperformance or unacceptable performance that generated the need for the corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a

ten percent (10%) penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

- (c) Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- (d) The deadline for payment shall be stated in the Order imposing the financial penalties. In the event of nonpayment SJC may deduct the amount of the penalty from invoices submitted by the provider.

2.7 Transportation:

The Subcontractor agrees that any employee, agent, independent contractor, volunteer or student intern who transports Clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport Clients, will have the appropriate automobile liability insurance. The Subcontractor shall have automobile insurance for vehicles the Subcontractor owns or leases in accordance with **Attachment I section L**.

2.8 Liability Coverage

Per 409.1671 F.S. any subcontract (the Subcontractor) of an eligible lead community-based provider which is a direct provider of foster care and related services to children and families, and its employees or officers must as part of its contract obtain and maintain a minimum of \$1 million per claim/\$3 million per incident in general liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. Furthermore, the Subcontractor shall maintain adequate professional liability insurance coverage, which will include an endorsement for coverage of claims resulting from physical and/or sexual abuse, and the Subcontractor shall additionally maintain adequate directors' and officers' liability insurance coverage. If not, Subcontractor will purchase a separate sexual abuse policy in accordance with **Attachment I section L**. The Subcontractor will include SJC, The State of Florida, Department of Children and Families; any other CBC Lead Agency who places children at the Subcontractor's facility on the Subcontractor's Certificate of Insurance and list these entities as additionally insured. The Subcontractor shall furnish to SJC within 30 calendar days of execution a Certificate of Insurance certifying the type and minimum amounts of insurance coverage. SJC shall be notified 30 calendar days prior to cancellation of any insurance policy. SJC Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 must be named as additional insured. Subcontractor will carry adequate Workers' Compensation coverage as required by State Law. Subcontractors must have carry business auto liability, if applicable. Coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for: Owned autos, Hired autos, Non-owned autos.

2.9 Confidentiality:

Subcontractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and federal law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

2.10 Assignments and Subcontracts:

- (a) The Subcontractor will neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval from SJC Contract Manager. In no event may the Subcontractor assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Subcontractor's duties hereunder. Any sublicense, assignment, or transfer occurring, without prior approval of SJC, shall be null and void.
- (b) The Subcontractor will be responsible for all work performed and expenses incurred with the project. If SJC permits the Subcontractor to subcontract all or part of the work contemplated

under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Subcontractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by SJC. Such review of the written subcontract document by SJC will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The Subcontractor shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this contract that mention or describe subcontract compliance. The Subcontractor further agrees that SJC shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Subcontractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Subcontractor, at its expense, will indemnify, defend, and hold harmless SJC against such claims.

2.11 Incident Reporting and Client Risk Prevention:

- (a) The Subcontractor shall, in accordance with the client risk prevention system, report those reportable incidents listed in DCF CFOP 215-6 in the manner prescribed in CFOP 215-6 or other district or SJC operating procedures. The Subcontractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415 F.S., this provision is binding upon both the Subcontractor and its employees.
- (b) Subcontractor may use the SJC incident reporting form for all required incident reporting, as long as the minimum required information shown below is provided through this tool/mechanism and as long as the Subcontractor issues a copy to all Community-Based Care Lead Agencies who have children placed at the facility(ies) at the time of the incident's occurrence. At minimum the incident report must include:
  - i. Location of Incident
  - ii. Type of Critical Incident
  - iii. Scope of time
  - iv. Facility
  - v. Date & Time of Incident
  - vi. Demographics Related to Child in Incident
  - vii. Date & Time When Report Was Filed/Made
- (c) In accordance with the DCF added mandatory reporting requirements under CFOP 75-2, Chapter 9, paragraphs 9-7, (m) is now added to emphasize the requirement of direct client services providers to report incidents of fraud, waste, and abuse. Therefore, the Subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Subcontractor, 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:
  - i. reportable incidents that may involve an immediate or impending impact on the health or safety of client shall be immediately reported to SJC Contract Manager; and
  - ii. other reportable incidents shall be reported to the DCF Office of Inspector General by completing a Notification/Investigation Request (from 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 Subcontractor, and any 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.
  - iii. A reportable incident is defined in CFOP 180-4 as follows:
    - (1) Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
    - (2) Fraud;
    - (3) Theft;
    - (4) 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 district:

- (5) 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.);
- (6) 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.);
- (7) Failure to report known or suspected neglect or abuse of a client;
- (8) Improper expenditure or commitment of public funds;
- (9) 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.);
- (10) Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), HomeSafeNet or FAHIS 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.);
- (11) Any violation under §435, F.S., Title XXXI, Employee 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 offence); or,
- (12) Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

#### 2.12 Civil Rights Requirements:

- (a) Subcontractor shall not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex. The Subcontractor further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the Subcontractor employing fifteen (15) or more individuals.
- (b) The Subcontractor shall complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon Subcontractors that have fifteen (15) or more employees.
- (c) Furthermore, the Subcontractor shall be responsible for compliance with all state and federal Equal Employment Opportunity Commission rules and regulations inclusive of all those related to the Americans with Disability Act and all amendments or adjustments thereto.
- (d) In accordance with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990:
  - (i) The Subcontractor and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard of Hearing".



- (ii) The Subcontractor shall, if the Subcontractor or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Subcontractor's Single-Point-of-Contact shall be furnished to SJC Contract Manager within 14 calendar days of the effective date of this requirement.
  - (iii) The Subcontractor shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Subcontractor's Single-Point-of-Contact.
  - (iv) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Subcontractors, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
  - (v) The Subcontractor's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customer or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current Subcontractors (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
  - (vi) The Subcontractor and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Subcontractor shall submit Compliance Reports monthly, in a timely manner for full facilitation of the process to be completed no later than the 10<sup>th</sup> day of each month following the reporting month, to the SJC Contract Manager. The Subcontractor shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
  - (vii) If customers or companions are referred to other agencies, the Subcontractor must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.
- (e) The Subcontractor agrees to adhere to Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) and Title I and Title IV of the Americans with Disabilities Act of 1990, as amended. Not to discriminate against any employee in the performance of this Contract or against any applicant for employment because of genetics or disability. The Subcontractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of genetics or disability. The Subcontractor shall adhere to these EEO Laws as outlined by the EEOC. This is binding upon the Subcontractor employing fifteen (15) or more individuals.

In accordance with Title II of the Genetic Information Nondiscrimination Act of 2008, the Subcontractor shall adhere to the proposed regulation as required by posting the most recent EEOC notice in conspicuous places describing GINA's applicable provisions.

2.13 Conviction of Offense:

- (a) The Subcontractor represents and warrants that Subcontractor, its employees, agents and independent contractors who provide direct care to Clients have never been convicted of a criminal offense against Clients served, have never entered a plea of guilty or nolo contendere

("no contest") to any criminal charge described in subparagraph (c) below of this Contract or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. Subcontractor agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize SJC to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by Subcontractor and by all its agents, employees, independent contractors, volunteers, and students used by Subcontractor to provide Services.

- (b) Subcontractor will utilize only employees, independent contractors, volunteers, or students to provide direct care to clients who have signed an affidavit of moral character and agreed to undergo a criminal background check.
  
- (c) In accordance with Chapter 435, Florida Statutes, the Subcontractor shall complete criminal background checks on all applicants for employment, agents, independent contractors, and/or volunteers who are subject to have contact with any vulnerable person. Furthermore, the Subcontractor may not, in relation to the aforementioned members, select nor hire nor allow these members contact with any vulnerable person until the screening process is completed and demonstrates the absence of any grounds for denial.

If the Subcontractor becomes aware that a current personnel member has a disqualifying offense, the Subcontractor must:

- (i) terminate the employment of any of its personnel found to be in noncompliance with the minimum standards of Chapter 435, Florida Statutes;  
or
- (ii) remove the personnel member from contact with any vulnerable person and place the personnel member in a position for which background screening is not required until the situation is resolved, unless the personnel member is granted an exemption from disqualification pursuant to s. 435.07;  
and
- (iii) Immediately send, to the SJC Contract Manager, written notification which states: the name of the personnel member, the personnel member's position held with the Subcontractor's organization, the disqualifying offense, and the Subcontractor's outlined procedures and plans of how the individual situation will be addressed and resolved.

The Subcontractor shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and background checks, and training methods for employees, agents, independent contractors, and/or volunteers.

The Subcontractor shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

2.14 Patents, Copyrights, and Royalties:

- (a) In the event that any intellectual property, inventions, written or electronically created materials, including books, manuals, presentations, films, or other copyrightable materials are produced (arising from the Subcontractor's, its officers', agents' and/or subcontractors' performance under or in relation to this contract), these items are agreed to be determined works for hire for the benefit of DCF, fully compensated under this contract amount, and that neither the Subcontractor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. In addition, the Subcontractor shall notify the Department of State. It is specifically agreed that DCF shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision,

if the Subcontractor is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- ((b) The Subcontractor, without exception, shall indemnify and hold harmless SJC and the State of Florida and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured by the provider. The Subcontractor has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Subcontractor may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Subcontractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. If SJC uses Federal funds to support this contract, the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under this contract.

2.15 Security Obligations:

- (a) The Subcontractor will identify an appropriately skilled individual to function as its Data Security Officer. This Security Officer shall act as the liaison to SJC' Security Staff and will maintain an appropriate level of data security for the information the Subcontractor is collecting or using in the performance of this contract. This includes approving and tracking all Subcontractor employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
- (b) The Subcontractor will furnish Security Awareness Training to its staff.
- (c) The Subcontractor will ensure that all Subcontractor employees who have access to SJC or DCF information are provided a copy of CFOP 50-62 and sign the DCF Security Agreement form (CF 0114) annually. A copy of CF 0114 may be obtained from the SJC Contract Manager.
- (d) The Subcontractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Subcontractor shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. If the use of subcontractors by the Subcontractor has been approved by SJC, then the Subcontractor shall require the same of all subcontractors. The Subcontractor agrees to notify, in writing, SJC' Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential DCF-related data. The Subcontractor shall provide written notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential DCF-related data provided in section 817.5681, F.S.

2.16 Accreditation:

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

2.17 Testimony:

The Subcontractor shall provide, without additional compensation, as a normal and necessary part of the Services to be performed under this Contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of the SJC; DCF or other courts as indicated periodically.

2.18 Transition Services:

- (a) No child who meets the Subcontractor's written admission criteria shall be denied admission if there is a vacancy. Once admitted, no child shall be released until ordered by the court or permanency goals are achieved. Subcontractor shall accept and provide care and supervision for all children who meet the facility admission criteria, including those who may have a challenging behavior, or a minor illness or injury. The Subcontractor shall give thirty (30) calendar days written notice to SJC of a proposed discharge (if facility is not classified as a shelter) of a Client due to lack of success, citing specific reasons for the need for release, in order to allow for an adequate transition to an alternate Subcontractor. SJC shall make any such transition as quickly as possible. If a Client's behavior is resulting in harm to the Client or others, such situation should be handled through appropriate legal (incarceration) or medical (hospitalization) means in collaboration with the Client's case manager.
- (b) In the event that SJC' contract with DCF is terminated, the Subcontractor shall provide reasonable cooperation in transitioning SJC responsibilities under this Contract and under the DCF Contract to any other person or entity selected by DCF to assume such responsibilities.

2.19 Health Insurance Portability and Accountability Act:

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

2.20 Emergency Preparedness:

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the Subcontractor shall, within thirty (30) calendar days of the execution of this contract, submit to SJC Contract Manager a current fiscal year emergency preparedness plan which shall include provisions for Pre-disaster records protection, alternative accommodations for clients in substitute care, supplies and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. SJC Contract Manager shall respond in writing within thirty (30) business days of receipt of the plan if SJC rejects the plan and/or to request modifications of the plan, otherwise the plan shall be considered accepted by SJC. In the event of an emergency, SJC may exercise oversight authority over the Subcontractor to assure implementation of agreed emergency relief provisions.

2.21 Whistleblower's Act Requirements:

In accordance with subsection 112.3187(2), F.S., the Subcontractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, the Subcontractor and/or its subcontractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Subcontractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

2.22 Proprietary or Trade Secret Information

- (a) Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Subcontractor of proprietary or trade secret confidentiality for any information contained in the Subcontractor's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with the paragraph below.
- (b) The Subcontractor must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected

information, the Subcontractor shall include information correlating the nature of the claims to the particular protected information.

- (c) SJC and/or DCF, when required to comply with a public records request including documents submitted by the Subcontractor, may require the Subcontractor to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Subcontractor fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, SJC and/or DCF is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- (d) SJC and/or DCF is not obligated to agree with the Subcontractor's claim of exemption on the basis of proprietary or trade secret confidentiality and the Subcontractor shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

### **ARTICLE III: Compensation and Billing**

#### **3.1 Compensation for Services:**

- (a) SJC' obligation to pay under this contract is contingent upon an annual appropriation by the legislature contracted to SJC by DCF. Funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the Subcontractor's location, or if applicable at the Subcontractor's subcontractor location(s) for inspection by DCF or SJC.
- (b) For Services rendered to Clients in accordance with the terms of this Contract, and for fulfillment of Subcontractor's other obligations under this Contract, Subcontractor shall accept as payment in full the amount or amounts set forth in the fee schedule for such Services, outlined in **ATTACHMENT I** of this contract. Subject to Sections 3.2 and 3.3 hereof, payment to Subcontractor will be made within thirty (30) calendar days after SJC's receipt of a timely and properly completed invoice.

#### **3.2 Submission of Invoices:**

- (a) The Subcontractor shall submit an invoice to SJC on a monthly basis through submission of a properly completed invoice to be received by appropriate CBC no later than the (10<sup>th</sup>) calendar day following the end of the month for which reimbursement is being requested. Subcontractor is not obligated to use a SJC invoice as long as the required information is provided at time of billing. SJC shall not be obligated to make any payment to Subcontractor if Subcontractor does not follow SJC billing procedures, unless and until necessary corrections are made by Subcontractor.
- (b) Each Subcontractor submitted invoice shall at a minimum include:
  - i. Subcontractor's Name, Contract/Rate Agreement Number, Month & Year of Service, Subcontractor FEI Number/Vendor ID/Provider SSN Number, Subcontractor Address to Receive Payments, Subcontractor Telephone Number
  - ii. Each Client's: Name, Social Security Number, Date of Birth, Related Dates of Service for the Month, Date of Discharge (if applicable), Related Total Days in Care, Applicable Unit Rate, Total Cost per Child
  - iii. Total Invoice Amount (Cumulative), Authorized Signatory Line with accompanying Signer's Title, Date, & Phone Number for Contact.

#### **3.3 Timeliness:**

Subcontractor shall submit within ten (10) calendar days after the end of each month all invoices for Services provided during such month. In no event, regardless of the cause or circumstance, will SJC, any other CBC Lead Agency, the Client, or DCF be responsible or liable for payment of any

invoice submitted to SJC, or any other CBC Lead Agency, more than thirty (30) calendar days after the end of the month in which the Services were rendered.

3.4 Invoice Denials – Corrections:

- (a) SJC shall provide notice to Subcontractor of any invoice requiring correction or documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. Subcontractor shall have ten (10) calendar days from the time of notification by SJC to correct problems with its invoices.
- (b) SJC shall maintain an administrative review process for any and all invoices submitted by the Subcontractor and permanently denied for payment by SJC. Each request for an administrative review must be submitted in writing to SJC Contract Manager, postmarked or faxed dated within five (5) business days after Subcontractor's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of Subcontractor's right to request an administrative review for the permanently denied invoice.

3.5 Return of Funds:

The Subcontractor will return to SJC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract. In the event that the Subcontractor or its independent auditor discovers that an overpayment has been made, the Subcontractor shall repay SJC the total amount overpaid within forty (40) calendar days without prior notification from SJC. In the event that SJC first discovers an overpayment has been made, SJC will notify the Subcontractor in writing. Should repayment not be made forthwith, SJC reserves the right to withhold and/or offset against any monies due the Subcontractor for services. Additionally, the Subcontractor will be charged at the lawful rate of interest on the outstanding balance after SJC notification or Subcontractor discovery.

3.6 Unplanned Absences:

SJC will not pay the Subcontractor for services not rendered due to unplanned absences, including days or times that a Client is absent due to hospitalization or incarceration. SJC Contract Manager shall make the final determination as to whether Services have been delivered after consultation with Subcontractor.

**ARTICLE IV: Term and Termination**

4.1 Contract Term:

The term of this Contract shall commence as of August 2, 2011 and shall continue until August 1, 2012, unless sooner terminated pursuant to the terms of this Contract. This Contract may be renewed once for up to an additional twelve consecutive months, subject to the termination provisions specified in this Contract and subject to modification of the fee schedule set forth in **ATTACHMENT I**.

4.2 Termination:

This Contract may be terminated with or without cause by either party giving thirty (30) calendar days written notice to the other party. However, this Contract may be terminated or suspended by SJC without notice if SJC determines that Subcontractor poses a risk of danger to any Client, or if SJC' contract with DCF is terminated. In the event that this Contract is terminated, regardless of the circumstances of termination, Subcontractor shall continue to serve any Clients receiving Services from Subcontractor prior to the termination notice for a maximum of 90 calendar days after receipt of such notice in order to allow for an appropriate transition of such Clients to other Subcontractors with minimum disruption in service delivery. During such transition period, Subcontractor and SJC will continue to operate in accordance with the terms of this Contract, which shall remain in effect until all invoices are resolved and all final payments for services that were provided have been made to Subcontractor. The provisions: Section 2.9 (Confidentiality),

Section 2.4 (Records: Access, Audits, and Retention), Article V (Mutual Indemnification) and Article VII (Resolution of Disputes) shall survive the termination of this Contract.

#### **ARTICLE V: Mutual Indemnification**

- 5.1 To the extent permitted by law, the Subcontractor and the Community-Based Care Lead Agency shall mutually indemnify, defend, and hold harmless each other and their trustees, officers, employees, agents, DCF, and other Subcontractors, third parties, and other Community-Based Care Lead Agencies placing children at the Subcontractors facility(ies) from all claims, suits, judgments or damages, including attorneys fees and costs, arising out of, relating to or involving any act, actions, neglect, or omissions (inclusive of those associated with any trademark, copyright, patent, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed, or article manufactured or used) by the Subcontractor or Community-Based Care Lead Agency and their agents, employees, independent contractors, volunteers, students and subcontractors during the performance or operation of this contract or any subsequent modifications thereof. The Subcontractor shall provide prompt written notification to SJC of any such claim arising from the performance of this contract. If the Subcontractor and/or the Community-Based Care Lead Agency is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless DCF shall be to the extent permitted by law and without waiving the limits of sovereign immunity.
- 5.2 The Subcontractors inability to evaluate its liability or its threat of liability shall not excuse the Subcontractor's duty to defend and to indemnify within seven (7) calendar days after notice by SJC or DCF by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Subcontractor not liable shall excuse performance of this provision. The Subcontractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by SJC. SJC' failure to notify the Subcontractor of a claim shall not release the Subcontractor of these duties.
- 5.3 The Subcontractor shall not be responsible for any willful misconduct or negligent action or omission of SJC, its employees, agents, independent contractors, volunteers and students, arising out of this Contract. The SJC shall not be responsible for any willful misconduct or negligent action or omission of the Subcontractor, its employees, agents, independent contractors, volunteers and students, arising out of this Contract.

#### **ARTICLE VI: Relationship of the Parties**

6.1 Independent Contractor:

The Subcontractor is an independent contractor of SJC. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between SJC and Subcontractor. Neither Subcontractor nor any of Subcontractor's employees or representatives will be deemed or construed to be an employee of SJC for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Subcontractor shall have sole responsibility for the payment of all federal, state and local taxes applicable to Subcontractor's services and services provided by Subcontractor's employees, agents, independent contractors, volunteers and students.

#### **ARTICLE VII: Resolution of Disputes**

7.1 Liaison:

SJC shall act as the sole liaison between Subcontractor and DCF pertaining to any SJC Client in matters related to the operation of the SJC' System of Care.

7.2 Dispute Resolution:

The Subcontractor and SJC shall make every reasonable attempt to resolve any dispute arising under this Contract between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. Should Subcontractor and SJC not be able to resolve any

dispute arising under this Contract after 30 calendar days of discussion, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties shall jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary. Each party shall assume its own costs, but SJC and Subcontractor shall share the expense of the mediator equally.

#### **ARTICLE VIII: Publicity and Sponsorship**

##### **8.1 Sponsorship:**

If this contract is sponsored wholly or in part by SJC, then the Subcontractor agrees to include language, on all publicizing, advertising, or descriptive marketing materials for its program, which states: "Sponsored by Subcontractor's name and SJC".

Per 286.25 F.S. if the Subcontractor is a nongovernmental organization which sponsors a program financed wholly or in part by SJC, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (name of Subcontractor), St. Johns County, Board of County Commissioners, and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization. Subcontractor is exempt from this provision if they receive less than thirty-five (35) percent of their total cumulative agency/organizational funding from the State, in accordance with F.S. 409.1671.

##### **8.2 Media:**

Subcontractor shall make reasonable efforts to coordinate with SJC in providing information in response to media inquiries concerning this Contract and/or Services provided under this Contract. Media includes television, newspaper, radio and the Internet. Subcontractor shall not use the media to resolve conflicts or disputes concerning this Contract. Before responding to a media inquiry, Subcontractor shall make reasonable efforts to notify SJC of such inquiry. The Subcontractor shall not submit press releases, call press conferences or initiate media coverage concerning this Contract or Services provided under this Contract without first informing SJC of its intended action and seeking SJC approval. Nothing in this Section 8.2, however, shall be construed or interpreted as prohibiting Subcontractor from responding to media inquiries concerning this Contract or Services provided under this Contract.

##### **8.2 Publicity:**

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

#### **ARTICLE IX: Miscellaneous**

##### **9.1 Force Majeure:**

Neither party shall be deemed to be in violation of this Contract if such party is prevented from performing any of its obligations for a period not to exceed 30 calendar days for any reason beyond its control, including without limitation: an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

##### **9.2 Amendment or Modification:**

Except as otherwise provided in this Contract, this Contract may be amended or modified in writing as mutually agreed upon by the parties. SJC may make technical amendments to this Contract as may be required by a state or federal regulatory agency.

##### **9.3 Authorized Representatives:**



The undersigned individuals represent that they are properly and legally authorized to enter into this Contract on behalf of the entity named above their respective signatures.

9.4 Waiver:

SJC's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. SJC waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. Any waiver by either party of a violation of any provision of this Contract shall not be considered a waiver of any subsequent violation. The provisions in this contract do not limit SJC right to remedies at law or in equity.

9.5 Notices:

Any notice, request or other communication required or permitted hereunder will be in writing and be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its address below, or at such other address as either party may designate in writing from time to time.

9.6 Staffing Levels, Qualifications, & Changes:

The Subcontractor shall maintain an adequate level of staff (administrative and programmatic) that is properly trained, screened, and certified to meet the contractual responsibilities and in compliance with all applicable administrative rules and statutes. Moreover, in order to prevent business interruption, the Subcontractor must maintain adequate staff coverage to ensure no deficiency or gap in any CBC required service delivery aspect exists on a daily operating basis or an emergency need basis. The Subcontractor shall notify the SJC Contract Manager in writing at least fourteen (14) working days prior to a vacancy, and, upon Subcontractor's receipt of notice of an anticipated vacancy, of the Executive Director, Program Director or significant staff to the provision of contractual services, the Subcontractor shall provide the name of the interim contact person or permanent replacement.

9.7 Statewide Community-Based Care Lead Agency Protocol Memo Entitled "Statewide CBC Residential Group Care Standardization Model Practices" adopted by all participating Community-Based Care Lead Agencies on June 22, 2009 is hereby incorporated by reference and therefore made part of this agreement.

9.8 If any provision of this contract is held to be illegal or invalid by a court of competent jurisdiction, such portion of the provision held to be illegal or invalid shall be severed and deleted, and neither such portion of the provision nor its severance and deletion shall affect the validity of the remaining provisions of this contract.

9.9 The terms and conditions of the current CIRCUIT 7 Department of Children and Families Community-Based Care Agency (CBC) Services Contract #NJ204, and any subsequent amendments that are applicable to the Subcontractor, is incorporated herein by reference and made a part of this Contract. In the event of a conflict between the terms of this Contract and the state Contract # NJ204 the terms of Contract # NJ204 shall control.

9.10 Use of Subcontractor Services by other Lead Community Based Care Agencies:

As primary holder of this contract SJC shall make available to other lead CBC's in the state of Florida a copy of this contract so that in lieu of other CBC's executing a separate contract for the same services the other CBC shall enter into a simple Rate Agreement that states all services shall be delivered in the same manner as outlined in SJC primary contract #NJ204 executed and held by SJC.

9.11 Governing Law and Venue:

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this agreement shall be in St. Johns County, Florida.

9.12 Permits and Licenses:

To the extent that either party needs to secure, obtain/acquire, and maintain permits, certificates, licenses, and/or approvals, in order to provide the Services noted in this Agreement, then that party,

at that party's expense shall secure, obtain/acquire, and maintain any, and all, permits, licenses, certificates, and/or approvals, required by Federal, State, and/or County rule, law, regulation, or ordinance.

**9.13 No Third Party Beneficiaries:**

Both parties agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

By signing this contract, both parties agree that they have read and agree to the contents therein.

**IN WITNESS WHEREOF**, the parties hereto have caused a 51 page agreement to be executed by their undersigned officials as duly authorized.

**SUBCONTRACTOR:**

**St. Johns County Board of County Commissioners:**

\_\_\_\_\_  
Signature  
  
Christopher Coleman  
Name  
  
Director of Operation  
Title  
  
\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date of Execution

**Mailing Address:**

Hope Pavilion, Inc.  
PO BOX 503  
Hastings, FL 32145

**Mailing Address:**

St Johns County Board of County  
Commissioners  
500 San Sebastian View,  
St. Augustine, FL. 32084  
ATTACHMENTS: VI

Cheryl Strickland, Clerk of Courts

By: \_\_\_\_\_ Seal  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

Legally Sufficient:

By: Ed Moore  
Deputy County Attorney

7-20-11  
Date

Federal FEID# or SSN: \_\_\_\_\_

Provider Fiscal Year Ending Date: June 30, 2012

## ATTACHMENT I

### A. Services to be Provided

#### 1. Definition of terms

##### 1. General Terms

Administrative Cost – Costs not readily assignable to a particular project, but necessary to the operation of the organization and performance of the project. Includes any time spent on issues relating to overall management, i.e. oversight and general business management, risk management, general record keeping, budgeting, financing, accounting activities, salaries and expenses of the board and non-program staff, preparation, production and distribution of the annual report, operating and maintaining facilities, timesheet preparation, invoice coding, all staff meetings, vacation and sick time, and personnel issues.

Amendment - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)

Adoption Services - Services needed to move a child from temporary placement in a relative or foster home, to permanent, legally finalized adoption with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision of services needed to sustain the adoption prior to and following legal finalization of the adoption.

Adult Household Member – A person 18 years of age or older who is present in the home on a permanent or indefinite basis or the adult paramour of a household member who frequents the home.

Available for Placement – A foster home willing and able to receive/accept a child for placement on the last calendar day of each month. This will exclude any foster homes with a status of inactive for a period longer than thirty (30) days. Inactive status includes but is not limited to; a home where the foster family is on an extended vacation longer than thirty (30) days, a family taking a maternity leave due to the addition of a new child to the family due to birth, adoption or relative placement, an ongoing abuse investigation where the investigation has not been completed within thirty (30) days or a hold on any placements has been authorized until close of the investigation.

Capacity – Agency capacity for placement determined on the last calendar day of each month of any licensed homes available for placement.

Case File - A combination of an electronic FSFN and hard copy file that documents all services and activities related to the child and the child's family.

Case Management - The identification, linkage, coordination and monitoring of all child protection services for the child or family. The Dependency Case Manager (DCM) serves as the single and continuous point of contact for the child, family and other stakeholders from entry into services until exit from services.

Case Supervision - Having primary responsibility for the welfare of a child under the supervision of Community Based Care (CBC) Agencies and/or in the legal custody of the State of Florida, this entails on-call availability 24 hours a day, 7 days per week; assuring that the child's needs for appropriate nurture and security are met; and providing emotional support to assist the child in coping with aftereffects of trauma and/or adjusting to new living arrangements.

Child - Any unmarried person under the age of 18 years.

Child Maltreatment - Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.

Children's Legal Services (CLS) - A statewide law firm within the Department of Children and Families. The 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 set forth in Chapter 39, Florida Statutes. Children's Legal Services duties in representing the State are 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. In some parts of the State, Children's Legal Services contracts with the Attorney General's Office or the State Attorney's office to fulfill the role of Children's Legal Services. For purposes of this definition, those contractors are part of Children's Legal Services.

Contract Compliance - Periodic external review activities conducted by the Administration for Children and Families, Auditor General, the Department, SJC, and the Subcontractor to assure that the agreed upon level of quality services is achieved and maintained by the Provider. Contract Compliance activities will assess compliance with contract requirements, state and federal laws and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

Consumer - Those children and families referred to SJC, who are in need of child protection and permanency services including: (a) families known to the Department with children at risk of abuse, neglect or abandonment; (b) children who have been abused, neglected or abandoned by their families; and (c) child victims of abuse, neglect or abandonment who become eligible for adoption

Concurrent Planning - A process of supporting reunification and simultaneously supporting all of the preparation necessary to implement an identified alternative goal if safe, timely reunification is not successful.

Contract Manager - The individual designated by SJC to negotiate and manage, monitor the contract, and the person to whom the provider must send all required reports.

Courtesy Supervision - Supervision of a child by the district in which he or she resides on behalf of another unit or district in Florida or another state that has court jurisdiction. Jurisdiction crossing state lines is handled through Interstate Compact.

Criminal, Delinquency and Abuse/Neglect History Check - The act of assessing the history of persons through a criminal records check pursuant to Section 45.045, F.S., in accordance with "screening" in Section 409.175(2), F.S., and criminal, juvenile and abuse/neglect history checks as described in Sections 39.401(3) and 39.521(2)(r), F.S.

Department - Florida Department of Children and Families.

Department Contract - The community based care services contract entered into between the Florida Department of Children and Families and St Johns County Board of County Commissioners, including the Standard Contract, all Attachments, Exhibits, and any amendments thereto.

Department Website - The department's website is linked at:

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

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

Dependency - A legal determination by a circuit court, under Chapter 39, Florida Statutes (F.S.), that a child has been, or is at risk of being, abused, abandoned, or neglected, such that the protective supervision of SJC and the court is required.

Dependency Case Manager - A child welfare professional, or Dependency Case Manager (DCM) with the primary responsibility of the delivery/coordination of case management services to children and their families who have been referred for services due to abuse, neglect and/or abandonment that are designed to ensure the safety and well-being of the child, and to improve the conditions or functioning of the family. The DCM serves as the single and continuous point of contact for the child, family and other stakeholders from entry into services until exit from services.

Dependent Child - A child who is dependent upon "The State" because of abuse, neglect, abandonment, or surrender for adoption by the child's parent or legal custodian. "Child who is found to be dependent" is legally defined in Section 39.01(14), Florida Statutes.

Earned Federal Trust Dollars - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.

Family Team Conference (FTC) - A method for working with families that brings together birth parents and their children, foster parents, and natural support systems, and relevant community agencies for planning based on the family's needs and strengths. It is a process used to involve the family in organizing, coordinating, and empowering the change process. A Family Team Conference includes the following components: engagement of the family, comprehensive assessment with the family, developing and implementing the course or plan of action with the family, tracking progress and responding to new concerns and sustaining change.

Fiscal Year - Twelve month period commencing on July 1 and ending June 30.

Fixed Price - A payment method when services can be broken down into unit costs (e.g., hours, client days) or a fixed fee (e.g., payment based on delivery of a complete service).

Foster Care - A voluntary or court ordered, temporary, out-of-home care placement for a planned period of time for children whose own families are unable to care for them.

FTE (Full Time Equivalent) - An FTE of 1.0 is equivalent to a full-time worker.

General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.

Independent Living Program - A program which provides an array of services to youth in foster care from 13 to 23 years of age to prepare them to live independently and which may provide a subsidy for some youth.

In-Home Services - The array of services provided to children and their families or caregivers while remaining in their own homes.

Interstate Compact on the Placement of Children (ICPC) - A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the sending and receiving states.

Licensing/Re-Licensing – Initial licensing and re-licensing procedures as contained in F.A.C. Ch. 65C-13, Substitute Care of Children and 409.175, F.S.

Master Trust Fund - Either the Department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is not available to the client's family or assistance-group for the current needs of the client. Funds for the client's needs will be disbursed by the Department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).

Out of Home Placement - A child's residence other than the home of his or her biological parent(s) or legal custodian(s). Out of Home Placement may include Emergency Shelter, Foster Care, Relative Placement or Non-relative Placement.

Placement Unit - Staff of SJC or a designated subcontracted agency responsible for the placement or replacement of all children requiring care in a licensed setting.

Psychotropic Medication – Any medication prescribed with the primary intent to stabilize or improve mood, mental status, behavioral symptomatology, or mental illness.

Quality Assurance – A process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, and reported timely to support quality improvement. Quality Assurance data is collected and reported in fulfillment of various state and federal requirements, specifically Title IV, sec 471(a) (22) of the Social Security Act and 45 CFR part 1355.

Quality Improvement – A systematic, continuous approach to achieving customer satisfaction and meeting organizational goals and standards through identifying performance gaps or opportunities; analyzing capabilities and processes, particularly through data; developing and implementing solutions to performance gaps; and checking results against expectations.

Quality Improvement Plan (QIP) - Florida's statewide child welfare program improvement plan, built collaboratively with community agencies and stakeholders, which the department submitted in response to the federal Round 2 Child and Family Services Review (CFSR). The statewide QIP is developed and implemented through region Quality Improvement Plans, which may have actions specific to circuits and community lead agencies and which have similar quarterly reporting requirements.

Quality Management Plan– An annual update of documents that specify what the department and Community Based Care Lead Agency will accomplish during the upcoming year in conducting ongoing Quality Assurance and Quality Improvement activities. These plans include the department's and the Community Based Care Lead Agency's commitment to continuing exploration and assessment of local practices and Agency's commitment to continuing exploration and assessment of local practices and services related to child welfare in the regions and local systems of care overall.

Respite Care – The temporary, (over twenty-four hours) intermittent care of a foster child by an individual other than the child's out-of-home caregiver regardless of whether the respite provider is paid by the agency.

Services - Services and programs set forth in the agreement, attached hereto and incorporated herein by reference. In general, these services will be casework, foster home recruitment and licensing, residential services and family support services.

Special Conditions - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such situations include those described in Rule 65C-30.001(132), F.A.C., or cases involving child on child abuse.

State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

System of Care - A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency.

Waiver - A documented approval, prior to placement, that authorizes exceptions to the licensed capacity and the total number of children or infants to be cared for in a family foster home.

Wraparound Services - Intensive services provided to children and families for the purposes of family engagement and collaborative participation for the development and execution of a strength-based service plan.

**b. Program or Service Specific Terms**

Behavioral Health Overlay Services (BHOS) - A Medicaid program provided to eligible residents of group care facilities, including behavioral interventions, individual/group and family counseling, treatment planning and coordination of services.

Comprehensive Behavioral Health Assessment (CBHA) - The detailed assessment of the child's emotional, social, behavioral and developmental functioning within the family home, school and community. The assessment must be conducted by an approved Medicaid provider and is funded by Medicaid.

Case Plan- As defined in Section 39.01(11), F.S., which refers to the services plan delineating specific interventions aimed at addressing the contributing factors and underlying conditions that lead to child maltreatment. Negotiated with the family and other parties and specifies the reasonable efforts of all parties to achieve the child's permanency goal and to ensure the child's safety and well-being. This plan of intervention will follow the child from the beginning of service provision until services are terminated.

Challenging Behavior - Inappropriate behavior displayed by a child that affects the child's well-being, safety and permanency plans or that places the child at risk of disruption of his out-of-home care placement. Sometimes these behaviors place the child, not only at risk of placement disruption, but interfere with his ability to function across various social settings and possibly places him at risk of law violations or institutionalization. These behaviors include, but are not limited to, runaway, self-injurious behavior, use or possession of weapons, and various behaviors intended to harm persons, animals, or property.

Child Resource Record/Red Folder - A standardized record developed and maintained for every child entering out-of-home care that contains copies of the basic legal, demographic, available and accessible educational, and available and accessible medical and psychological information pertaining to a specific child, as well as any documents necessary for a child to receive medical treatment and educational services. Where medical and educational information is not available and accessible, written documentation of the efforts to obtain the information must be in the file. The Child's Resource Record (CRR) shall be housed where the child is placed and shall accompany the child to every health encounter and shall be updated as events occur. All information in the CRR shall be recorded in the department's statewide automated child welfare information system.

Community-Based Care Lead Agency (CBC)- The not for profit or governmental community-based care provider responsible for the provision of support and services for eligible children and families through the coordination, integration and management of a local system of supports.

Facility - The building(s) and physical location of a licensed residential child caring agency where children receive care and supervision.

Guardian ad Litem - An attorney or responsible adult who is appointed by the court to represent the best interests of a child in a proceeding as provided for by law, who is a party to any judicial proceeding as a representative of the child and who serves until discharged by the court.

Legal Custodian - The person or entity in which the legal right to custody is vested. In accordance with Chapter 39, F.S., when the phrase parent or legal custodian is used, it refers to rights or responsibilities of the parent and, only if there is no living parent with intact parental rights, to the rights or responsibilities of the legal custodian who has assumed the role of the parent.

Legal Guardian - A judicially created relationship between the child and caregiver that is intended to be permanent and self-sustaining and is provided for pursuant to the procedures of Chapter 744, F.S.

Licensed Residential Child Caring Agency - Any person, corporation, or agency, public or private, other than the child's parent or legal guardian, that provides staffed twenty-four hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged and the facility is licensed under Rule 65C-14, F.A.C.

Medical Passport - That portion of the child's resource record that provides the written health history of a child in foster care, kept with the child's caregiver, and documents the child's health care.

Nighttime Hours - Pertains to a residential child caring agency's requirement for personnel to provide twenty-four hour "awake or continuous" supervision and is the period of time from 11:00 p.m. to 6:00 a.m. daily.

Outcomes - Quantitative indicators used by SJC to objectively measure a provider's performance toward a stated goal.

Outputs - Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.

Performance Measures - Quantitative indicators, outcomes, and outputs used by SJC to objectively measure a provider's performance.

Permanency - The placement of a child in a living arrangement in which a child can remain for the duration of the child's minority, that will ensure the child's safety and that his or her needs are met. As defined in Chapter 39, Florida Statutes, permanency goals include, in order of preference: maintain and strengthen placement within the home, reunification, adoption, permanent guardianship of a dependent child, permanent placement with a fit and willing relative, and another planned permanent living arrangement.

Permanency Plan - The judicially recognized arrangement to establish the placement intended to continue until the child reaches the age of majority and is not disturbed absent a finding by the court that the circumstances of the permanency placement is no longer in the best interest of the child.

Permanency Staffing - A case review meeting prior to each permanency hearing for the purpose of permanency goal planning for a child. The permanency staffings are to assess progress and barriers toward the achievement of the permanency plan; document reasonable efforts to finalize the permanency plan; determine if there are any case plan changes necessary; and develop recommendations for the next judicial review. The team includes the family, caregiver of child, Case Manager, dependency case management supervisor, service providers engaged with child or family, Guardian ad Litem, Child Welfare Legal Services, attorney for parents, Family Services Planning Team representative and SJC.



Personnel - All owners, operators, employees and volunteers working in a residential child caring agency who may be employed by or do volunteer work for a person, corporation, or agency that holds a license as a residential child caring agency. The term does not include those who do not work on the premises where the residential child caring service is furnished and either have no direct contact with a child or have no contact with a child outside of the presence of the child's parent, custodian, or guardian.

Reunification - The return of children in out of home placement to the care and residence of their biological parent(s) or legal custodian(s).

Runaway - In accordance with Family Safety Services Operating Procedure 175-85, Prevention, Reporting and Services to Missing Children, a child who has left a relative placement, non-relative placement, shelter home, foster home, residential group home or any other placement alternative without permission of the caregiver and who is determined to be missing.

Screening - The act of assessing the background of personnel, pursuant to Section 409.175, F.S. The provider will appropriately screen potential candidates using the guidelines set forth in Rules 65C-13 and 65C-16, F.A.C., regarding the licensing and approval of prospective foster families. The provider will use an appropriate screening tool to achieve this objective. In addition, the provider will be responsible for initiating the Florida Abuse Hotline Information System (FAHIS), check and abuse and fingerprint clearance for the prospective foster parents.

Service Plan - In accordance with Rule 65C-14.045 F.A.C., is a goal-oriented, time limited, individualized program of action for a child receiving residential group care program services. The service plan is developed by the Subcontractor in cooperation with the Department or SJC caseworkers and the child's family.

Twenty-Four Hour Awake Continuous Supervision - The requirement that personnel are present and are responsible for monitoring and supervising children during the entire twenty-four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.

### **C. General Description**

#### **a. General Statement**

Residential group care program services shall ensure the safety and well-being of dependent children while providing twenty-four hour a day room, board, care and supervision that addresses each child's individual physical, social, emotional, and educational needs.

#### **b. Authority**

Authority to contract for residential group care program services is found in ss. 409.165(1), F.S.

#### **c. Scope of Service**

Residential Group Care services include food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child, and reasonable travel to the child's home for visitation. This shall include the reasonable costs of administration and operation of such facility as required to provide the items described in the preceding sentence.

### **D. Major Program Goals**

The major goals of residential group care program services are to:

- (1) Provide room, board, care, and supervision while ensuring that each child's safety and well-being is protected;

- (2) Ensure that service planning is individualized, integrated, and consistent with each child's case plan and permanency plan goals;
- (3) Ensure that service planning is conducted to achieve a permanent placement for each child within 30 days of admission to the group home; and
- (4) Ensure all clients ages 13-17 years of age receive Independent living services, appropriate responsibilities and activities as described in attachment III.

**E. Clients to be served**

a. General Description

- (1) The Subcontractor shall serve dependent children who are referred by SJC that meet the Subcontractor's written admission criteria.
- (2) The number of children served on a daily basis shall not exceed the licensed capacity of the facility.

b. Client Eligibility

All admissions are the responsibility of the agency Admission Coordinator, no child shall be admitted unless determined eligible for admission by the agency.

c. Client Determination

The Department or SJC shall determine client eligibility and make referrals for services based on the Subcontractor's Department approved written admission criteria which is based on Rule 65C-14, F.A.C., and ss.409.175, F.S.

d. Contract Limits

Ensure that a child who displays challenging behaviors is not discharged from the facility prior to taking the following steps:

(a) If a child exhibits convincing behaviors, which indicates that the child may need additional services, a placement stabilization staffing will occur within seven (7) calendar days of concerns being reported to the dependency case manager. The Subcontractor will invite the dependency case manager, placement unit and all involved parties of the youth to the placement stabilization meeting.

(b) The services determined at the placement stabilization staffing need to be implemented within three (3) days of the staffing.

(c) If the added services do not stabilize the child and the child's behaviors jeopardize the care of other children or themselves, the Subcontractor may ask for a thirty (30) day removal of the child. The thirty (30) day removal request needs to be accompanied by the placement stabilization paperwork and evidence that services were implemented.

**F. Manner of Service Provision**

1. Service Tasks

a. Task List

The Subcontractor shall perform the following tasks:

(1) Provide residential care services consistent and in compliance with applicable provisions of Rule 65C-14, F.A.C., and Section 409.175, F.S., and all applicable laws, or any successor rule, as it may be amended in the future;

(2) Provide twenty-four hour awake continuous supervision and care of dependent children; including but not limited to:

- (a) supply room and board;
- (b) supply clothing that is adequate and appropriate for the season and the child's age and sex, if the agency cannot obtain the child's own clothing;
- (c) arrange for medical, dental, and other appropriate professional care;
- (d) develop and implement plans for a range of community and facility-based indoor and outdoor recreational and leisure activities based on individual and group interests, needs and goals;
- (e) transport resident children to school or other appointments (e.g., medical, dental, and counseling), and make every reasonable effort to provide transportation for other activities; and
- (f) maintain a system to account for clients funds that are received and distributed.

Support the following activities:

- (g) registration of children for school (e.g., transferring school records, obtaining immunization records)
- (h) attendance of children in school, in accordance with the laws of Florida, either in the community or on the Subcontractor's site
- (i) provide a comfortable, quiet, well-lit place and suitable time for resident children to do schoolwork and/or other educational activities every day
- (j) visitation of children with Department staff, their families, or significant others, when required by the Department according to the established case plan
- (k) participation in extracurricular activities that enhance the children's formal education; and
- (l) immediately notify the child's caseworker when any emotional or physical condition or other factor appears to be potentially harmful to the child, residents, or staff.

#### **Incident Reporting**

(3) In accordance with Rule 65C-14.016, F.A.C., maintain and implement a current written Incident Notification Procedure that shall include, but is not limited to:

- (a) compliance with the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6 and District 4 Guidelines for Reporting Incidents and Deaths, July 1, 2006;
- (b) compliance with the department's Prevention, Reporting and Services to Missing Children as established in CFOP 175-85.

**Child neglect procedures**

(4) In accordance with Rule 65C-14.017, F.A.C., train personnel on current written Child Abuse and Neglect Mandatory Reporting procedures in accordance with ss. 39.201, F.S.

**Release and after care policy**

(5) In accordance with Rule 65C-14.048(1), F.A.C., implement and maintain a current written policy on Release Planning and Aftercare Services that includes an individualized Release and Aftercare Report for each child released. The timeframes and contents of the Release and Aftercare Report are described in Section B., Paragraph 4.b.(5), Records and Documentation;

**Permission to attend religious services**

(6) In accordance with Rule 65C-14.049, F.A.C., and ss. 409.175(1)(b) and (4)(c), F.S., facilities operating under religious auspices shall have the written permission of the child's parent if the child is required to attend religious services and shall not allow religious instruction or teachings that adversely affect or are inconsistent with the health, safety, or well-being of any child; with public morality; or with the religious freedom of a child, parent, legal custodian or legal guardian;

**Vehicle maintenance, proper insurance and client transportation**

(7) In accordance with Rule 65C-14.012, F.A.C., maintain vehicles in safe operating condition. Maintain and implement a written Insurance and Safety Requirements Standards Policy, for all vehicles and drivers used for the transportation of children. Subcontractors who transport clients on a routine or emergency basis shall have written transportation policies and procedures. The policy must include, but is not limited to, the following:

- (a) A minimum liability insurance policy as referenced in Attachment I. L. Insurance must indemnify and hold harmless the State of Florida, SJC and the Department of Children and Families.
- (b) Transportation operation must comply with state motor vehicle laws, requirements, and standards, including the following restrictions:
  - (1) the number of people in a vehicle used to transport children shall not exceed the number of available seats and appropriate restraining devices. All persons in a vehicle shall use restraining devices while in transit, in accordance with ss. 316.613, F.S.; and
  - (2) all vehicles used to transport six or more children shall be equipped with first aid kits and a fire extinguisher.
- (c) Drivers who are responsible for the transportation of clients shall:
  - 1. possess a valid operators driver's license in accordance with Chapter 322, F.S.;
  - 2. ensure safety of clients including the use of escorts or attendants, child safety seats, seat belts and restraints when necessary;
  - 3. obey all State of Florida traffic laws;
  - 4. comply with all applicable state regulations regarding alcohol and drug testing for safety sensitive job positions; and drug testing of drivers and attendants as outlined in Florida Statute 409.1671 for Transportation Service;
  - 5. attend training on transportation safety procedures and possess certification in Cardiopulmonary resuscitation (CPR) and First Aid, and
  - 6. report to the Subcontractor's Director or equivalent and SJC contract manager within twenty-four hours, all traffic violations they are alleged to have committed.

**Allowance**

(8) In accordance with Rule 65C-14.053(2), F.A.C., children's funds and allowances:

- (a) provide opportunities for children to learn the value and use of money through the giving of an allowance;
- (b) provide the opportunity for each child to earn, spend, and save;
- (c) secure and separate each child's funds from the Subcontractor's or facility's financial accounts and other children's personal accounts; and
- (d) track each child's funds and allowances in an allowance log.

**Resident orientation**

(9) In accordance with Rule 65C-14.042, F.A.C., prior to or on the day of admission, complete an orientation with each child that includes, but is not limited to:

**Personal inventory**-Complete a written Personal Item Inventory for each child as follows:

- (a) An initial inventory at admission, an updated inventory, at the time of each new purchase, and every six months from the date of admission, and a final inventory at release with a copy of each inventory provided to the child's dependency case manager; and
- (b) each inventory must list all personal items, including clothing, of the child's that the child brought to the facility and all personal items, including clothing, that the child acquired during care.

**Procedures on placement of victims, sexual abuse and assault**

(10) Follow the procedures as described in CFOP 175-88, The Prevention and Placement of Child Victims and Aggressors Involved in Child-On-Child Sexual Abuse, Sexual Assault, Seduction or Exploitation in Substitute Care for all children.

**Independent living**

(11) Ensure that the following Independent Living Tasks for children age 13 and older are implemented:

- (a) complete and submit to each child's Dependency Case Manager a formal written request for a copy of the child's Independent Living Assessment and Skills Plan. Upon review of the assessment results, the deficit areas will be incorporated into the child's service plan. This will include providing skills training in areas such as money management, housing, transportation, education, employment, and others as identified in the assessment results. Ensure the assessments are updated and completed annually for ages 13 and 14 and twice per year for ages 15 - 17;
- (b) ensure that each eligible child has the opportunity to attend and participate in Independent Living activities, skills training, and youth advisory board meetings and conferences by encouraging, supporting, transporting, and integrating Independent Living goals into each eligible child's service plan. Ensure that each child has the following identity documents: social security card, birth certificate, Medicaid card, and state identification card.
- (c) work with each child's Independent Living Coordinator to plan and assist with meeting each child's educational and vocational goals, as stated in the child's case plan; attend and participate in all school related meetings (e.g. teacher conferences, IEP) to ensure educational goals are being met.

- (d) assist each child with job skills training, job interviews, and employment seeking opportunities, and provide transportation for each eligible child to and from work. Ensure that each youth participates in independent living staffings with the Independent Living Coordinator at the ages of 17 and 17.5. Assist each youth aging out of foster care with developing a plan for housing, transportation, education, employment, finances, and healthcare.
- (e) Comply with Florida Administrative Code, Rule 65-30.007(10), Normalcy to Adolescent and Teens in the Custody of the Department. Specifically, the Subcontractor shall work with the Dependency Case Manager (DCM) to ensure the following:
  - i. Dating, working, babysitting, shopping, planned activities with friends, including overnight sleepovers.
  - ii. The Subcontractor should consult with the DCM as necessary to determine the appropriateness of the activity.
  - iii. Ensure each youth's case record contains a copy of the youth's normalcy plan that is signed by youth, youth's DCM and the group home staff. Ensure that program staff and youth participate in the development of the Normalcy Plan as well as the 90 day updates, along with the DCM. Ensure that program staff implements the Normalcy Plan with the youth.

**Trainings**

- (12) The Subcontractor shall participate in all training required by SJC to include quarterly group home trainings.

**Policies and Procedures**

- (13) The Subcontractor shall comply with all SJC policies and procedures.

**Red folder/Client files**

- (14) The Subcontractor shall, upon acceptance of a child, shall review the case file and Red Folder to ensure all required documentation is present. Subcontractor shall request missing documentation to the referring agency in writing and request placed in the child's file within 24 hours of placement, excluding weekends and holidays.

**Health Screening**

- (15) The Subcontractor shall ensure all children in residential placements have documentation of a child health checkup (screening) within seventy-two (72) hours and/or a comprehensive health assessment within thirty (30) days of removal, if the screening is not completed the Subcontractor will request in writing to the child's DCM. Transportation and support for the initial screen is the responsibility of the Protective Investigator, however if the screening has not occurred, the Subcontractor must ensure that the comprehensive health assessment is completed.

**On-call list**

- (16) The Subcontractor shall furnish SJC an emergency on-call list of all staff members and telephone numbers to afford immediate contact to parents when their child enters care.

**Comprehensive Emergency Management Plan**

- (17) The Subcontractor by September 2 2011 shall furnish SJC with a copy of the facility's Comprehensive Emergency Management Plan (CEMP) and if applicable; those facilities with seven (7) or more residents, shall also forward a copy to the Duval County Division of Emergency Management for review and approval.

**DCM contact**

- (18) The Subcontractor shall coordinate residential services with case management services and maintain, at a minimum monthly, contact with the child's assigned Dependency Case Manager and if applicable.

**Juvenile Probation officer**

(19) The Subcontractor's staff shall maintain, at a minimum, monthly contact with the child's assigned Department of Juvenile Justice probation officer if, under the supervision or committed to that Department.

**Licensing**

(20) The Subcontractor shall ensure timely licensure and appropriate management of the residential group care facility in accordance with Rule 65C-15, FAC.

**Placement unit**

(21) The Subcontractor shall fully cooperate with the Placement Unit (to ensure access to residential group care beds on a twenty-four hour seven days a week basis with a no eject/no reject basis.

**CBHA**

(22) The Subcontractor must refer every child over the age of five for a Comprehensive Behavioral Health Assessment placed in residential group care, if one has not been previously requested.

b. Task Limits

- (1) In accordance with Rule 65C-14.002(3), F.A.C., no licensed residential child caring facility may make placements of children away from the licensed facility, except for medical care. All placements must be made by and through the Placement Unit as described in **Attachment III**.
- (2) In accordance with Rule 65C-14.040(4), F.A.C., no child under of the age of 6 years, or the age of enrollment in the first grade of school, shall be accepted to a residential child caring agency except under emergency circumstances or to prevent the separation of a family.
- (3) Services shall be provided for each child until the court determines that the child is to be returned to the parent or an alternate placement is identified.

2. Staffing Requirements

The Subcontractor will ensure adequate staffing to achieve the services required at levels of performance established by this contract. The Subcontractor and staff shall comply with the staffing qualifications and requirements (including background screening) required by applicable law, statute, rule, or regulation. Staff qualifications will be consistent with those reasonably expected and required to achieve the service objectives set forth by this contract.

a. Professional Qualifications

- (1) Employment Screening. In accordance with Rule 65C-14.023, F.A.C., s. 409.175, F.S., and Chapter 435, F.S., all Subcontractor personnel to include volunteers, shall meet Level 2 Employment Screening requirements. The Subcontractor is responsible to ensure these screenings and requirements are completed and reviewed prior to employee hire date and include good moral character documentation, employment screening, employment history checks, criminal record checks 1-9, and juvenile record checks. Fees for such checks shall be the responsibility of the Subcontractor. The Subcontractor will ensure all employees have a re-screening every 5 years of their employment. A volunteer who assists on an intermittent basis for less than 40 hours per month need not be screened if the volunteer is under direct or constant supervision by persons who meet the screening

requirements. In the event that any employee subject to Level 2 investigation is determined to (a) have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2) or (b) Florida Statutes, then such employee shall be prohibited from direct contact with Eligible Consumers, unless exemption from disqualification has been granted under section 435.07, Florida Statutes.

- (2) In accordance with Rules 65C-14.023, 65C-14.024, and 65C-14.055, F.A.C., the Subcontractor must employ personnel to perform administrative, supervisory, service, and care functions that meet the minimal qualifications established in the Rule.
- (3) Training Requirements
  - (a) In accordance with ss. 409.175, F.S., and Rule 65C-14.056, F.A.C., the Subcontractor shall have a written plan for the orientation and training. Subcontractor will ensure that all personnel and volunteers are trained annually. Subcontractor will ensure all direct care staff receive at least 40 hours of training activities during each full year of employment and ensure all direct care staff are CPR and First aid certified. All training received by staff shall be documented.

Appropriate training received by direct child care staff includes but not limited to the following areas:

- (a) Administrative procedures and overall program goals;
- (b) Understanding of children's emotional needs and problems which affect and inhibit their growth;
- (c) Family relationships and the impact of separation;
- (d) Substance abuse; recognition and prevention;
- (e) Identification of and reporting responsibilities in regard to child abuse and neglect;
- (f) Principles and practices of child care;
- (g) Behavior management techniques, including crisis management and passive physical restraint;
- (h) Emergency and safety procedures; and
- (i) The screening supervision and use of volunteers.

b. Staffing Changes

In accordance with Rule 65C-14.026(7), F.A.C., the Subcontractor shall notify the contract manager in writing within 30 calendar days of when the Executive Director's position or its equivalent is vacated and shall provide the name of the Subcontractor's interim executive director.

c. Subcontractors

Subcontracting may be permitted with prior written approval from SJC.

3. Service Location and Equipment

- a. Service Delivery Location
- b. Service Times



- (1) Direct care and supervision of the children shall be provided twenty-four hours per day, seven days per week, including holidays.
- (2) The Subcontractor shall be available to admit children for care 24 hours a day, 7 days per week.
- (3) In the event of an emergency, critical incident, natural or man made disaster the Director or designee shall be on-call and available to respond on-site at the facility twenty-four hours per day, seven days per week.

c. Changes in Location

The Subcontractor shall contact SJC for approval at least ninety (90) calendar days prior to changing the location of its facility. The Subcontractor's new facility must be inspected, approved, and licensed in accordance with Rule 65C-14, F.A.C., before it may be used to provide residential group care program services.

d. Equipment

The children's personal rooms and the facility shall contain interior accommodations, furnishings and equipment as established in Rule 65C-14.008, F.A.C.

Including but not limited to the following areas:

- (a) All indoor areas and attached buildings are clean, neat, and well maintained.
- (b) Furnishings are in good repair.
- (c) The program is free of insect infestation.
- (d) Grounds are landscaped and well maintained.
- (e) Bathrooms and shower areas are clean and functional.
- (f) There is no graffiti on walls, doors, or windows.

4. Deliverables

a. Service Units

Bed day is defined as one twenty-four hour day (from midnight to midnight) of room, board, care, supervision, and child related services. The following conditions apply in calculating the number of occupied bed days:

- (1) Admission Day (the date the child enters the program) - A partial occupied bed day of care and supervision that shall be charged as a whole bed day.
- (2) Release Day (the date the child leaves the program) - A partial occupied bed day of care and supervision that shall not be charged.
- (3) Absent Day - A bed day in which the child is not occupying a bed and is not at the facility for reasons such as hospitalization, runaway, or an extended visit. SJC shall not be charged for an absent day unless the Subcontractor obtains written approval from the SJC Contract Manager within twenty-four hours of the date and time of the child's absence. The intent of payment for an absent day is that the Subcontractor shall maintain the child's placement at the facility and accept the child back into the facility upon their return. A

copy of such approval must be submitted with the monthly request for payment with a copy maintained in the Subcontractor's child case file. (Absent day is not Title IV-E eligible).

b. Records and Documentation

(1) The Subcontractor must maintain an individual case file for each child in care in accordance with ss. 409.145(7), F.S.

(2) A copy of the child's current case plan with court approved reviews and revisions, and a copy of the service plan written in accordance with Rule 65C-14.045, F.A.C, signed and dated as completed within 30 calendar days of placement and updated or revised every 6 months from the original date and integrated and consistent with the child's case plan;

(3) Monthly progress reports that include, but is not limited to, the child's progress during the month on his service plan goals and objectives, anticipated discharge date (if known), and any critical incidents.

(4) A Personal Item Inventory

(5) A copy of the Child Strength and Needs Assessment, case plan addendum and Independent Living Skill Plan for Children age 13 and over.

(6) A copy of the child's Medicaid Comprehensive Behavioral Health Assessment conducted in accordance with the Medicaid Community Mental Health Handbook;

(7) In accordance with Rule 65C-14.015, F.A.C., maintain a Medication Administration Log for the administration of all medication including the following: name of child for whom prescribed, doctor's name, and reason for medication, quantity of medication in container and on the prescription, method of administration that is prescribed (orally, topically or injected), dosage of medication administered, time of day of administration, a copy of the side effects of the medication in the Medication Administration Log and ensure a copy given to the child, signature of personnel member who administered the medication and the child's initials once the medication is administered.

(8) A Child Allowance/Fund Log that shall include the current balance, date, amounts of each allowance or fund distributed to the child and the child's signature for the receipt of the allowance or funds.

(9) In accordance with Rule 65C-14.048(3), F.A.C., a Release and Aftercare Report shall be prepared by the Subcontractor 45 calendar days prior to the child's anticipated release and sent to the child's Dependency Case Manager at least 30 calendar days prior to the child's proposed release date.

(10) Monthly Progress Report for each child for whom the Subcontractor is requesting payment shall be sent to the child's Dependency Case Manager. The report shall include, but is not limited to, the child's name, dependency case manager name, date of report, time period covered by the report, progress during the month on his service plan goals and objectives, anticipated release date, and any critical incidents.

c. Reports

Report Title	Reporting Frequency	Report Due Date	Due to
Incident Report	As Required	Within 48 hours of incident	Dependency Case Manager
Release and Aftercare Report	As Needed	90 days prior to a move or release	Dependency Case Manager and Placement Unit
Comprehensive Emergency Management Plan (CEMP)	Annually	September 2, 2011 with updates as needed	SJC Contract Manager
Monthly Progress Report	Monthly	10 <sup>th</sup> day of the following month	Dependency Case Manager
Major Significant Deviation from Progress	Within five calendar days of discovery or occurrence	Within five calendar days of discovery or occurrence	Dependency Case Manager and Placement Unit
Monthly Unit Rate Invoice	Monthly	10th day of the following month	SJC Contract Manager
Cost Analysis	Annually	Within 30 days of contract execution	SJC Contract Manager
Monthly Group Home Report	Monthly	10th day of the following month	SJC Contract Manager

(1) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such. SJC reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. SJC, at its option, may allow additional time for the Subcontractor to remedy the objections noted by SJC, or SJC may after giving the Subcontractor a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

5. Performance Specifications

a. Performance Measures

- 100% of children served under this subcontract shall be provided a safe environment, free of incidents of abuse or neglect by the Subcontractor's staff, volunteers, or visiting family members, as reported to and accepted by the Florida Abuse Hotline and verified through a child protective investigation.
- 95% children served under this contract that are placed at the facility and are in need of a Child Health Check-Up examination will have the examination conducted within seventy-two (72) hours from the date of admission and according to periodicity schedules per their age group,
- 95% of children placed will have up-to-date immunizations within thirty (30) days of admission.

- **100%** of children placed be seen by a dentist within sixty (60) days of admission, and seen by the dentist every six (6) months thereafter.
- **85%** of children will not be disrupted from current placement. Disruption is defined as an unplanned request for removal of the child from the facility. (2 placements per 12 months)
- **85%** of children served will be satisfied with the services based upon their responses from Exit Interviews.
- **100%** of runaway incidents will be reported to SJC placement unit within four (4) hours as required.
- **85%** of the children served will demonstrate improved attendance in school as evidenced by monthly attendance reports.
- **100%** of the children served for more than thirty (30) days will have a written plan for school improvement.
- **100%** of children will have a normalcy plan within thirty (30) days of admission.
- **100%** of files will maintain up to date medication logs for each child in the program who is prescribed medication during the month.
- **100%** of children placed will have a complete comprehensive health assessment.
- **100%** of foster children thirteen (13) years of age or older will receive Independent Living services in and out of the home.
- **A minimum of Eight (8)** recreational, cultural, and leisure-based community activities will be offered to the children in the facility on monthly bases. The Subcontractor will document the number and types of activities, dates and location of activities that were offered in the community each month and report monthly.
- **100%** of staff will meet the state required training standards.

b. Description of Performance Measurement Terms

- (1) Client data – SJC will conduct monitoring through established monitoring requirements appropriate to the program. A special data inquiry will be completed by SJC to determine if the outcome is met.
- (2) Free of Incidents of Abuse and Neglect - For the outcome specified in performance measures. Free of incidents of abuse and neglect shall mean the absence of reports of such incidents to the Florida Abuse Hotline, where there have been findings, as determined by a child protective investigation.

c. Performance Evaluation Methodology

By execution of this contract the Subcontractor hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Subcontractor fails to meet these standards, SJC, at its exclusive option, may allow up to 30 days for the Subcontractor to achieve compliance with

the standards. If SJC affords the Subcontractor an opportunity to achieve compliance and the Subcontractor fails to achieve compliance within the specified time frame, SJC may cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of SJC.

## 6. Subcontractor Responsibilities

- (1) The intent and responsibility of the Subcontractor is to work with each child, their family, other parties and participants as defined by law, to overcome the special permanency challenges presented by children in order to achieve priority permanency goals of reunification, adoption, long term custody, long term licensed custody, independent living, or guardianship. The Subcontractor shall ensure that services provided are designed to overcome the barriers or challenges that resulted in the child's placement in residential group care.
- (2) The Subcontractor shall collect information that significantly impacts on the child's service planning. Such information shall include, but is not limited to: the case plan, the child resource record, a copy of the most current court order, available medical, legal, psychological or psychiatric evaluations and treatment plans, and educational histories.
- (3) In accordance with Rules 65C-14.002(1), 65C-14.003(2) - (5), F.A.C., and ss. 409.175(5)(h) and (l), F.S., the Subcontractor must maintain a valid current license as a residential child caring agency at a specific address and for operation by specific individuals or agencies;
- (4) In accordance with Rule 65C-14.018(2), F.A.C., the Subcontractor shall ensure that any public appearances by the children involving publicity or for fundraising purposes are voluntary and that the written consent of the child's parent, legal custodian, or legal guardian is on file.
- (5) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
  - (a) The Subcontractor hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
  - (b) The Subcontractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
  - (c) The Subcontractor agrees to report to SJC any use or disclosure of the information not provided for by this contract or applicable law.
  - (d) The Subcontractor hereby assures SJC that if any PHI received from SJC, or received by the Subcontractor on the SJC' behalf, is furnished to Subcontractor's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Subcontractor with respect to such information.

- (e) The Subcontractor agrees to make PHI available in accordance with 45 C.F.R. 164.524.
- (f) The Subcontractor agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
- (g) The Subcontractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- (h) The Subcontractor agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from SJC or created or received by the Subcontractor on behalf of SJC available for purposes of determining the Subcontractor's compliance with these assurances.
- (i) The Subcontractor agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from SJC or received by the Subcontractor on behalf of SJC, that the Subcontractor still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

a. Coordination with Other Subcontractors/Entities

- (1) The Subcontractor shall ensure that services and requests for payment are coordinated and not duplicated with other payers, such as the local school districts and Medicaid.
- (2) The Subcontractor shall comply with the order of a court of competent jurisdiction (usually the Circuit Court), Juvenile Division, in the admission and release of children.
- (3) The Subcontractor agrees to cooperate with other agencies or service Subcontractors that are needed in order to achieve the child's case plan goals.
- (4) The Subcontractor agrees to attend, as required, court hearings related to the children served.

7. SJC Responsibilities

a. SJC Obligations

SJC shall be responsible for informing the Subcontractor in writing of contacts and telephone numbers for emergencies.

b. SJC Determinations

- (1) SJC shall have the final determination for all services for all children for whom legal custody is court ordered with the department.

(2) SJC is authorized to make scheduled and unscheduled or unannounced visits to a residential group care program facility to investigate and evaluate the facility's compliance with license and contract requirements and on-site inspections and reviews of the condition of the facility.

#### G. Method of Payment

(c) This is a fixed unit rate contract. SJC shall pay the Subcontractor on a monthly basis for the service units provided in accordance with the terms of this contract. Any costs services paid to or for the Subcontractor under any other contract or from any other sources are not eligible for payments under this Agreement

(b) For providing the services of Maintenance, Room, Board, Care, Supervision and Child Related Services, SJC agrees to pay for the service units at the unit rate(s) and the limits below. A service unit is equivalent to a bed day.

Fixed Unit Rate Allowed: Level 1: \$100.00/day/child; Level 2: \$130.00/day/child  
Maximum Number of Days Allowed: 365

(c) Withholding of Payment- Receipt of payment is contingent upon an audit trail of service provision through the reporting requirements described in Attachment IV, which may be revised from time to time with no less than thirty (30) days notice. Subcontractors who fail to accurately and timely report will receive a thirty (30) day notice after which all outstanding reports must be received and approved. Failure to take immediate corrective action will result in SJC withholding twenty-five percent (25%) from the Subcontractor's next reimbursement until all outstanding reports are received and approved.

(d) Use of Funds for Lobbying Prohibited. The Subcontractor agrees to comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds received under this Agreement for the purposes of lobbying the Florida Legislature, Judicial Branch, or any State Agency. The Subcontractor further agrees to comply with Federal requirements with respect to lobbying by signing the Certification Regarding Lobbying, Attachment IV, to this Agreement.

#### H. Request for Payment

- (a) Within five (5) days following the service month, the Subcontractor shall submit a unit rate invoice on letterhead, dated, and signed by an Authorized Subcontractor Representative.
- (b) Payment shall be made by SJC to the Subcontractor within ten (10) business days following the end of the service month.
- (c) SJC is required to use the Integrated Child Welfare Services Information System (ICWSIS) and/or Florida Safe Families Network (FSFN) to generate automated payments to the Subcontractor. Data input directly into the ICWSIS/FSFN database by CBC staff responsible for client placement will be the basis of payment for clients in care.
- (d) If an overpayment is identified through the reconciliation of the unit rate invoice, or a change in placement, ICWSIS/FSFN will automatically generate a re-couplement against the subsequent month's Subcontractor payment.
- (e) Payments may be authorized only for service units on the invoice which are in accord with the terms and conditions of the contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the contract.

- (f) Payments for children who are hospitalized, who have run away, are incarcerated or who are on extended visits cannot be made unless approved by SJC and documented in the Subcontractor's contract file. Subcontractor must submit an 'Absent Day Request Form', for approval for payment of the absent days within 48 hours of the date and time of the child's absence.
- (g) The Subcontractor must maintain records documenting the total number of units and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. As a means of statistical reporting and backup documentation for the automated invoice process, the Subcontractor shall submit a program data report form, documenting children for whom services were initiated and terminated during the month. This report must be faxed to the contract manager and received by the fifth day of the month following the month of service.
- (h) Included in the monthly payment are funds for the child's allowance, incidentals and routine clothing purchases at the following rates:

	<u>Age 0-5</u>	<u>Age 6-12</u>	<u>Age 13+</u>
Allowance	<u>\$10.00</u>	<u>\$10.00</u>	<u>\$12.00</u>
Incidentals	<u>\$ 8.00</u>	<u>\$ 9.00</u>	<u>\$11.00</u>
Clothing	<u>\$35.00</u>	<u>\$36.00</u>	<u>\$43.00</u>
	<u>\$53.00</u>	<u>\$55.00</u>	<u>\$66.00</u>

If the Department appropriates additional funds for school clothing, such funds will not be paid through this unit rate agreement.

**I. Medicaid Billing Clause**

SJC and the Subcontractor specifically agree and acknowledge that the Medicaid Program is the payer of last resort,

- (a) In no event shall the Subcontractor bill the Medicaid program for services or expenses for Medicaid recipients for which the Subcontractor has already been paid by another liable third party;
- (b) Subcontractor services covered under the Florida Medicaid Program for Medicaid recipients may be billed to the Medicaid Program by the Subcontractor, unless the Subcontractor is already being paid by any other liable third party;
- (c) Authorized Subcontractor services to non-Medicaid recipients or for non-Medicaid covered services may only be billed to the department or any other non-Medicaid first or third party payer;
- (d) The Subcontractor shall identify and report Medicaid earnings separate from all other fees;
- (e) Medicaid earnings cannot be used as local match;
- (f) The Subcontractor shall ensure that Medicaid payments are accounted for in the compliance with federal regulations; and
- (g) In no event shall both Medicaid and the department be billed for the same service.

**J. Title IV-E of the Social Security Act**



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

**K. Special Provisions**

(1) In accordance with 402.181, F.S., the Subcontractor may file claims with the Department of Legal Affairs at its office in accordance with regulations prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.

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

(3) The Subcontractor shall comply with ss. 402.24, F.S., for Recovery of third party claims for medical services.

(4) The Subcontractor shall comply with ss. 402.17, F.S., for claims for care, maintenance and trust property.

(5) The Subcontractor has no standing to apply for or to retain Social Security, SSI, or any other benefits for any foster care child for whom the Department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the Subcontractor shall be paid to the Department as the legally constituted representative payee on behalf of any such child.

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

(7) Third Party Payments - The funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the Subcontractor's location or at the subcontractor's locations for inspection by SJC.

(8) Services that are allowable to be billed under Behavior Health Overlay Services are not allowed to be billed under this contract.

(9) Transportation Disadvantaged - The Subcontractor agrees to 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.

**L. Insurance and Indemnification**

Liability Insurance. During the term of this Agreement, Subcontractor shall maintain and keep in effect, at its sole expense, general liability insurance with minimum limits of \$3,000,000 General Aggregate, \$3,000,000 Products and Completed Operations Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Personal and Advertising Injury, \$50,000 Fire Damage, \$5,000 Medical Payments and errors and omission (professional liability) insurance coverage minimum limits of \$3,000,000 Aggregate and \$1,000,000 Each Incident. Auto liability covering all owned, non-owned

and hired vehicles with minimum limits of \$1,000,000 combined single limit (see section 2.7). Worker's Compensation meeting the statutory requirements of the State in which work is to be performed, with minimum limits of \$100,000 each accident, \$500,00 disease-policy limit, \$100,000 disease- each employee in accordance with section 409.1671 Florida Statutes, and any subsequent Amendments thereto. Subcontractor shall obtain a minimum of \$1,000,000 aggregate and \$1,000,000 each incident for sexual abuse and sexual molestation. If Subcontractor fails to comply with section 2.7 and 2.8 and obtain these minimum requirements SJC has the right to terminate this agreement in its entirety. Subcontractor shall furnish a copy of the Certificate of Insurance naming SJC and Department of Children and Families (DCF) as additional insured on the general, professional and sexual abuse liability policies, evidencing the insurance coverage required under this section.

Subcontractor Indemnification. Subcontractor shall indemnify, defend, and hold harmless SJC and its officers, directors, employees and agents from and against any and all liability, loss, damage, claims, and all costs or expenses related thereto (including attorneys' fees), that may arise out of and/or be incurred in connection with:

- (a) any negligence or misconduct caused or alleged to have been caused by Subcontractor or any of its employees, agents, or representatives in connection with the provision of the Services under this Agreement or in connection with the use or maintenance of any property, facility, or any equipment by, or under the direction or control of, the Subcontractor, or
- (b) any act or failure to act by Subcontractor or any of its employees, agents, or representatives outside the scope of, or in breach of, the terms of this Agreement.

#### **M. Term of Agreement/Termination**

Term. This Agreement is to be executed on August 2, 2011, or date signed by parties, whichever is later, and have an ending date of August 1, 2012. Amounts shall be negotiated subject to the availability of funds. The Subcontractor has no entitlement to renewal of this Agreement. No property rights are established by any portion of this Agreement.

Transition Plan. Subject to individual negotiation with the Subcontractor a Transition Plan will be developed and shall include the following elements.

- (a) The Subcontractor shall obtain prior authorization from SJC to spend client related service funds during the transition period.
- (b) All elements of the Subcontract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only with the written agreement of both parties in the form of an Amendment to this Subcontract.
- (c) Within fifteen (15) days following receipt of the Termination Notice, the Subcontractor will submit for approval provisions and timelines for the preparation and transfer of existing personnel, for informing and educating consumers, staff, stakeholders, and others where appropriate.
- (d) Within fifteen (15) days following receipt of the Termination Notice, the Subcontractor will submit for approval provisions and timelines for the orderly transfer of contract related records.
- (e) Within fifteen (15) days following receipt of the Termination Notice, the Subcontractor will furnish financial reports including, but not limited to expenditure detail from the effective date of the contract through the month preceding the effective date of the termination notice.

- (f) Within fifteen (15) days following receipt of the Termination Notice, the Subcontractor will furnish a copy of all of the sub-contracts entered into by the Subcontractor in connection with this Subcontract along with year to date expenditure reports for each.

**Liquidated Damages.** In the event the Subcontractor terminates the Subcontract prior to August 1, 2012, the Subcontractor agrees to pay SJC the sum of \$25,000.00 as liquidated damages for the immeasurable harm such action will cause to SJC.

**Termination for Failure to Perform the Subcontract.** SJC may terminate this Subcontract within ten (10) days, upon written notice, if it determines at its absolute discretion that the Subcontractor has failed or may fail to perform any material duty or obligation imposed by the Subcontract and the Subcontractor fails to cure the default or breach within the ten (10) day period following the notice. If this Agreement is terminated under the foregoing provision, the Subcontractor will be ineligible to receive any contracts or funds from SJC for a period of at least twelve (12) months from the date of termination.

**Immediate Termination with Notice.** This Agreement shall immediately terminate upon written notice by SJC to the Subcontractor in the event (i) the Subcontractor's licensure or accreditation as required is either suspended or revoked; (ii) the Subcontractor's credentialing or re-credentialing application is not verified and approved by SJC; (iii) the Subcontractor's insurance as required in section 2.7, 2.8 and Attachment I, Section L, is cancelled or otherwise terminated; (iv) the Subcontractor fails to comply with the performance standards as required; (v) the Subcontractor fails to comply with any Corrective Action Plan imposed; (vi) the Subcontractor (or any of its officers, directors, or employees) is placed on the convicted vender list kept by the Florida Department of Management Services pursuant to Section 287.133, Florida Statutes; or (vii) in the event funds to pay the Subcontractor under this Agreement become unavailable. SJC at its absolute discretion determine the availability and adequacy of funds to pay the Subcontractor.

**Provision of Services Upon Termination.** Upon termination of this Agreement by either party, the Subcontractor shall continue to provide Services under the terms and conditions of this Agreement to any Eligible Consumer who was being served by the Subcontractor on the termination date until SJC makes provision for the assumption of such services by another organization or program.

#### **N. Subcontractor's Responsibilities**

**SJC Quality Management Program.** The Subcontractor shall assist and cooperate with SJC Quality Management Program and provide adequate and appropriate work space for the SJC compliance/trainer assigned to their program. The SJC compliance/trainer will furnish ongoing assessment and required training support to ensure quality service delivery by the Subcontractor to Eligible Consumers under this Agreement. The SJC compliance/trainer will routinely review and file monthly reports on compliance with the terms of this Agreement, applicable statutes, rules and operating procedures and may impose requirements for a corrective action plan. The compliance/trainer will determine the extent to which key indicators of performance are being achieved, and validate the Subcontractor's internal quality improvement systems and findings. Review of the Subcontractors for quality management will be implemented in accordance with the SJC Quality Management Program, incorporated herein by reference.

**Quality Improvement Program.** The Subcontractor shall independently implement a Quality Improvement Program to continuously review and improve the delivery of services to Eligible Consumers under this Agreement. The Subcontractor shall also cooperate with SJC Quality Improvement Program, provide SJC with all necessary data and records, and permit SJC to conduct reviews and audits at the Subcontractor's site.

**Compliance with Law.** The Subcontractor shall, at all times during the term of this Agreement, comply with, and provide all Services required hereunder in accordance with, all applicable Federal, State, and Local Laws, Rules, Regulations and Ordinances including, but not limited to, the Federal Social Security Act (as amended); the Americans with Disabilities Act; the Pro-Children Act of 1994; 65C14 F.A.C.; 65C15 F.A.C. and Chapters 39 and 409, Florida Statutes.

Facility Standards. The Subcontractor agrees that any facility used in the provision of services pursuant to the Agreement shall comply with State and Local Fire and Health Codes, Americans with Disabilities Act standards, and all other codes, which would apply if space so utilized, was owned or leased by the State of Florida.

Record Retention. Subcontractor shall retain all Consumer records, financial records, supporting documents, statistical records, Quality Improvement Program records and studies, and any other documents (including electronic storage media) pertinent to this Agreement (the "Records") and will deliver same to SJC in a manner determined by SJC or until the dependent child reaches the age of thirty (30). This provision will survive termination of this Agreement or for such longer period as may be required by applicable federal or state law. SJC will furnish a centralized storage site for closed child welfare case records (only) and will assume responsibility for the record once transferred. If an audit has been initiated and audit findings have not been resolved at the end of this period, then the Records shall be retained until resolution of the audit findings or any resulting litigation.

**ATTACHMENT II**  
**Age Appropriate Life skills, Activities and Responsibilities Guidelines:**

**Age Appropriate Life Skills:**

**Age 13:**

- \* Youth should be aware of proper hygiene habits
- \* Youth should have a working knowledge on how to have a clean room
- \* Youth should have a working knowledge on how to wash his/ her laundry

**Age 14:**

- \* Youth should begin to learn how to cook
- \* Youth should know the proper function of different cleaning materials
- \* Youth should have a working knowledge on road and city maps and different means of transportation

**Age 15:**

- \* Youth should have proper cooking and cleaning habits
- \* Youth should know how to write a job application
- \* Youth should begin to know how to write a resume

**Age 16:**

- \* Youth should know how to apply for a job
- \* Youth should have interviewing skills
- \* Youth should know how to iron and color coordinate clothes for different events

**Age 17:**

- \* Youth should begin to learn or already know how to budget his/her money
- \* Youth should know how to look for a place to live
- \* Youth should have a working knowledge of the career plan that he/she has chosen, whether it is work force or to a college

**Age appropriate responsibilities:**

**Age 13:**

- \* Keeping his/her room clean
- \* Doing his/her homework
- \* Maintaining hygiene
- \* Attend Court Hearings and take part in Case Planning
- \* Know Judge and Guardian at Litem (GAL) (s)

**Age 14:**

- \* He/she should undertake one to two additional chores in the home
- \* Prioritize academics / schooling
- \* Wash his/ her own laundry
- \* Begin attaining effective studying/time management skills
- \* Become active in school and/or the community
- \* Youth should prepare for FCAT test, which is necessary for high school graduation
- \* Attend court hearings and take part in case plan planning
- \* Know Judge and (GAL) (s)
- \* Introduce oneself to caseworker's supervisor by personal contact, phone call, letter or email

**Age 15:**

- \* Begin pursuing job opportunities suitable for age 16 (including volunteer opportunities)
- \* Take Life Skills classes per pre-IL program requirements
- \* Begin displaying effective studying/time management skills
- \* Youth should prepare for ACT and SAT tests by enrolling in test prep classes and /or practicing with study

- aids (i.e. CD-ROMS, books, internet, etc.)
- \* Attend court hearings and take part in case plan planning
- \* Know Judge and GAL(s)
- \* Introduce oneself to caseworker's supervisor by personal contact, phone call, letter, or email

**Age 16:**

- \* Youth should have a part-time job or be actively involved in school/community
- \* Youth should continue to maintain stability in school (i.e. GPA)
- \* Youth should plan class schedules for remaining years/terms in high school or GED program
- \* Attend court hearings and take part in case plan planning
- \* Know Judge and GAL(s)
- \* Introduce oneself to caseworker's supervisor by personal contact, phone call, letter, or email

**Age 17:**

- \* Youth should have an adequate amount saved up in his/ her account to start out on his/her own
- \* Youth should have all required courses for the arrival of his/her graduation
- \* Attend court hearings and take part in case plan planning
- \* Know Judge and GAL(s)
- \* Introduce oneself to caseworker's supervisor by personal contact, phone call, letter, or email
- \* Update caseworker on any changes in residence or contact information
- \* Clearly communicate academic and personal plans to one authorized to help make those plans a reality

**Age appropriate Activities:**

**Age 13:**

- \* Youth should have some form of an after school program
- \* Youth should be able to participate in one sports club
- \* Youth should be able to attend the functions of other youth of similar age with the supervision of his/her legal guardian

**Age 14:**

- \* Youth should have one after school program
- \* Youth should be able to attend extra curricular activities, not exceeding over three per week
- \* Youth should be able to attend public places with his/her friends with the supervision of his/her legal guardian

**Age 15:**

- \* Youth should be able to attend extracurricular activities but not to exceed over four a week
- \* Youth should have off campus outings with his/her friends without the supervision of his/her guardian, activity should not exceed after 3 hours
- \* Youth should have a curfew of 8 p.m. on week days and 9 p.m. on weekends

**Age 16:**

- \* Youth should have the same amount of extra curricular activities as youth of similar age
- \* Youth should be able to go on off campus trips without the supervision of his/her guardian but not over 6 hours
- \* Youth should have a curfew of 9 p.m. on weekdays and 10 p.m. on weekends

**Age 17:**

- \* Youth should be able to participate in all functions of his/her school including prom, homecoming, etc.
- \* Youth should have a curfew of 11 p.m. on week nights and 12 p.m. on weekends
- \* Youth should be able to go out with friends on outings and outings should not exceed past his/her curfew

## ATTACHMENT III PLACEMENT UNIT

The following is a brief outline of the operating procedures.

### Subcontractor Requests

Subcontractors are required to give the Placement Unit two (2) weeks notice when they wish to have a child removed from his/her care, as outlined in the bi-lateral service agreement. Exceptions to this requirement are outlined in the agreement and must be authorized by the Placement Supervisor.

When a group home provider wishes to have a child (ren) removed they must first contact the child's Dependency Case Manager (DCM). The child's DCM should work with the group home to resolve the issues that led to the provider's request for an alternative placement. It is expected that the provider will make reasonable efforts to resolve any problems before contacting the Placement Unit. These efforts should, at a minimum, involve a meeting between the group home provider, DCM, Placement Supervisor, and any other interested parties (case manager, therapist, GAL, etc.). If it is determined that the issues can not be resolved and the child(ren) needs to be moved, the Placement Counselor will begin looking for an alternative placement. The Placement Unit reserves the right to make the final placement decision, with input from the provider, DCM and other interested parties.

In all cases, the Placement Counselor will attempt to identify a home for the child(ren) in the zip code of the removal home, unless there is a valid reason given by the child's Dependency Case Manager not to do so. If a DCM requests a placement in an area outside of a child's removal home zip code, they must provide their rationale for the request in writing (via email or fax) to the Placement Supervisor no later than one (1) hour after the request for placement. If a placement is identified during normal business hours the Placement Counselor will contact the child's DCM to arrange transportation. It is the responsibility of the DCM to transport during normal business hours. Only the Placement Supervisor can authorize exceptions to this policy. The Placement Supervisor, in consultation with the DCM and the provider(s), will consider exceptions on a case by case basis. If a placement is identified after hours, on a weekend or holiday, Placement Unit will arrange for transportation of the child (ren).

### Runaways

It is the responsibility of all providers (group homes) to report any child who runs from their placement to their local law enforcement agency, Family Service Counselor and Placement unit.

There are two (2) critical procedures that the provider must follow in every situation involving a runaway foster child:

(1) The provider must notify their local law enforcement agency immediately, provide them with any information they need to complete their missing persons report, and obtain the missing persons CCR report number.

(2) The provider must then notify the Placement Unit within 4 hours of the incident and provide the law enforcement report number to the Placement Counselor.

After these steps have taken place the Placement Counselor will notify the child's DCM of the incident and document notification.

When a child returns from runaway status it is the provider's responsibility to notify Placement Unit immediately. Failure to do so may result in the provider not receiving reimbursement for the number of days the child was actually in placement.

### **Internal Movements**

All movements within the foster and group home provider network should be coordinated through the Placement Unit. There may be providers with multiple programs that may on occasion need to transfer children within those programs. Any potential movement of a child should be planned in advance with input from the child's DCM and other interested parties. If a provider agency completes the transfer of a child from one program to another it is the provider's responsibility to notify the Placement Unit in writing via fax on a Placement Activity Sheet within one (1) business day of the movement. Failure to provide notification of a movement to the Placement Unit via the Placement Activity Sheet may result in the provider not receiving reimbursement for the number of days that the child was actually in placement.

### **Over-caps in Residential Group Homes**

It is sometimes necessary to place children in a residential group homes in excess of the home's licensed capacity. This is done only when there is no other placement available to meet the needs of a particular child or sibling group. The Placement Unit staff will contact the SJC Program Manager or designee in charge in each situation in which an over-cap of a residential group home becomes necessary. No residential group home will exceed licensed capacity without prior approval from SJC. The Placement Unit will also solicit input from the provider agencies to identify specific homes that should not be over-capped for any reason.



## ATTACHMENT IV

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>.

(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 (2 copies)
- 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.

**ATTACHMENT V  
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

\_\_\_\_\_  
Name of Authorized Individual

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

\_\_\_\_\_  
Name and Address of Organization

## ATTACHMENT VI

The administration of resources awarded by the SJC 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, SJC and 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 SJC and 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 SJC and the Department. In the event SJC or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SJC and the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by SJC and the Department of Financial Services or the Auditor General.

SJC will 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, SJC 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.

SJC may also accept 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 SJC. SJC shall prepare and submit new or revised subcontract monitoring procedures specifying any such changes to the Department contract manager for approval prior to implementation.