RESOLUTION NO. 2017- 240

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE TENTH AMENDMENT TO CONTRACT NJ206 BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DEPARTMENT OF CHILDREN AND FAMILIES.

WHEREAS, the Florida Department of Children and Families (the Department) wishes to amend contract number NJ206, entered into between said parties on May 27, 2014, for the period July 1, 2014 through June 30, 2019; and

WHEREAS, the purpose of this amendment is to incorporate the following changes: amends in Attachment I 2017, dated 6/8/2017, replaces Attachment II-A through Attachment II-E, CBC Schedule of Funds; Attachment IV, Financial and Compliance Audit Attachment, dated 5/4/2015, and renumbers the pages of Attachments II, III, IV, V, and VI.; and

WHEREAS, the Department has amended the contract as noted above.

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

Section 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms, conditions, provisions and requirements of the 10th Amendment of the contract between the Florida Department of Children and Families and St. Johns County, Florida, and authorizes the County Administrator, or designee to execute the attached Amendment on behalf of St. Johns County.

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

Section 4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 18th day of July 2017.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Walteiman
Deputy Clerk

RENDITION DATE 7/20/17

CONTRACT BETWEEN

FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AND
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS.

Amendment # 10

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and St. Johns County Board of County Commissioners, hereinafter referred to as the "Provider," amends Contract # NJ206.

Amendment # 10 incorporates the following changes: amends in Attachment I 2017, dated 6/8/2017, replaces Attachment II-A through Attachment II-E, CBC Schedule of Funds; Attachment IV, Financial and Compliance Audit Attachment, dated 5/4/2015, and renumbers the pages of Attachments II, III, IV, V, and VI.

1. Pages 10 - 66, Attachment I, and Exhibits A - C, dated 8/26/2013 (final 2/28/2014) are hereby deleted in their entirety and replaced with Pages 10 - 57, Attachment I, and Exhibits A - C, dated 6/8/2017.

2. Pages 67 - 71, Attachment II - A - Attachment II - E, CBC Schedule of Funds are hereby deleted in their entirety and replaced by Pages 58 - 62, Attachment II-A through Attachment II-E, CBC Schedule of Funds.

3. Page 72, Attachment III, Certification Regarding Lobbying is hereby renumbered Page 63 and attached hereto.

4. Pages 73 - 76, Attachment IV, Financial and Compliance Audit Attachment, dated 5/4/2015, are hereby deleted and replaced by Pages 64 - 67, Attachment IV, Financial and Compliance Audit Attachment, dated February 2017.

5. Pages 78 - 79, Attachment V, Title IV - E Wavier Statement of Assurances are hereby renumbered Pages 68 - 70.

6. Pages 79 - 84, Attachment VI, Business Associate (HIPPA) Agreement are hereby renumbered Pages 71 - 76.

This amendment shall begin on July 1, 2017 or the date on which the amendment has been signed by both Parties, whichever is later.

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

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF,** the parties hereto have caused this sixty-nine (69) page amendment to be executed by their officials thereunto duly authorized.

PROVIDER: St. Johns County Board of County Commissioners

SIGNED
BY:_____

NAME: Michael D. Wanchick

TITLE: County Administrator

DATE: _____

Florida Department of Children and Families

SIGNED
BY: _____

NAME: Patricia Medlock

TITLE: NE Regional Managing Director

DATE: _____

ATTACHMENT I

1. SCOPE OF WORK

The Lead Agency shall deliver a comprehensive array of foster care and related services as defined in s. 409.986 and 409.988, F.S. to eligible children and families in the geographic area described in Section 1.1., while ensuring each child's safety, well-being and permanency.

1.1. Geographic Service Area

Services shall be provided in Circuit 7/St. Johns County. As provided in Rule 65C-30.018, Florida Administrative Code, out-of-county services will be provided as agreed between contracted service providers.

1.2. Clients to be Served

Services are provided to children and families who are in need of family support services, safety management services, independent living, adoption services and post-adoption services. Clients eligible for service under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, and 409, F.S., and Chapters 65C-13 through 65C-17 and 65C-28 through 65C-31, 65C-33, 65C-38, 65C-41 through 65C-43, Florida Administrative Code (F.A.C.); and, Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in Section 5.2, shall be implemented.

1.3. Service Times

Service under this Contract shall be provided 24 hours per day and 365 days a year.

1.4. Limits of Service

1.4.1 Service Responsibility

Pursuant to Section 409.988(1)(a), Florida Statutes, the Lead Agency will identify services being provided to the children and families served. The Lead Agency and the Department shall complete an assessment of current services provided, identify any needed services not presently provided and what would be required to provide the services. The assessment will include a review of family support services, safety management services, treatment services, and child well-being services to address the complex needs of all children, including teens, and caregivers served within their local systems of care. The Lead Agency and the Department will identify gaps in services being provided and the reason for such gaps. Once gaps are identified, the Lead Agency may elicit the assistance of the Department in securing the resources to fill the identified gaps in service, and the Department will have an opportunity to review the supporting data collected by the Lead Agency prior to providing assistance.

1.4.2 Mitigating Financial Risk To The Lead Agency

The Community-Based Care Risk Pool process established by section 409.990(7), F.S., will be used to mitigate the financial risk to the Lead Agency, regardless of the

funding level of the Risk Pool. Should available Risk Pool resources be insufficient to meet the needs of the Lead Agency and other approved applicants, the Lead Agency will work with the Department to pursue additional funding through other available resources, including the Florida Legislature, taking into consideration the unmet needs of other approved applicants. The Lead Agency shall submit to its respective Department Regional Managing Director a Plan for Financial Viability (Plan) by August 15. The Department will establish the criteria that must be contained in the Plan. The Lead Agency will submit to the Department quarterly reports on the implementation status of the submitted Plan, and once a year, an annual summary implementation report will be due August 1 of each subsequent year. Any lead agency that requests additional funding for two consecutive fiscal years will be subjected to an internal audit by the Department. The Secretary will designate the team members to perform such audit.

1.4.3 **Compliance with all state laws and rules, federal laws and regulations, etc.**

The Lead Agency will comply with and ensure that all of its subcontractors will comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. The Department has prepared the CBC Authority and Requirements Reference Guide (see Exhibit A) as an informal aid, but the Lead Agency has an independent obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. The Department will provide reasonable notice and an opportunity for the Lead Agency to provide comment prior to the implementation of Department policy memos unless there is an immediate danger to the health, safety or welfare of clients. Department policy memos will be issued through the contract manager to the Lead Agency's designated official point of contact. The Lead Agency point of contact will submit proposed policies and procedures for review and approval to the contract manager. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. If the Lead Agency objects to implementation of a Department policy memo or operating procedure within 30 days of receipt of Department notice thereof, it shall identify the basis for such objection which may include, but is not limited to, impact to provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested policy memo or operating procedure, the Lead Agency may seek review by the appropriate Director or the Office of Child Welfare, Assistant Secretary or Deputy Secretary, or who will be the final decision-maker on the issue. Department-approved Lead Agency policies and procedures shall be valid for the term of the contract, updating as necessary to align with changes in statute, rule and operating procedures.

1.4.4 The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in the case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement

related to such lawsuits. Verified increases in costs resulting therefrom will be considered under Section 1.4.2.

1.4.5 **Transition Plan**

The Lead Agency shall submit a transition plan six (6) months prior to any contract ending date unless notified by the Department that it intends to renew or extend the contract. If a new provider is awarded the contract, the Lead Agency will meet with the Department and new contracted Lead Agency to develop a mutually agreed upon transition plan.

1.5. **Service Task List: Management**

1.5.1 **General**

1.5.1.1. The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the Florida Safe Families Network (FSFN). The Lead Agency shall ensure that FSFN is updated within two (2) working days for standard case work of any changes known to the Lead Agency or its Case Management Organizations.

The delineation of FSFN documentation responsibilities between the Lead Agency and Child Protective Investigators is to be negotiated within the Circuits. The President/CEO of the Lead Agency and the Department Northeast Regional Managing Director shall confer regarding the delineation of FSFN documentation responsibilities under the preceding sentence if the parties are unable to agree. The Department Assistant Secretary for Child Welfare or designee will make a final determination when the President/CEO of the Lead Agency and the Department Northeast Regional Managing Director are unable to agree.

The delineation of FSFN documentation responsibilities between the Lead Agency and Sheriff's Office Child Protective Investigators is to be negotiated within the Circuits by the Lead Agency and the Sheriff's Office responsible for Child Protective Investigations, where applicable. If the parties are unable to agree, they may confer with the Regional Managing Director regarding the delineation of FSFN documentation responsibilities. The Regional Managing Director or designee will make a final determination when the Lead Agency and Sheriff's Office are unable to agree.

1.5.1.2. The Lead Agency shall comply with all activities related to information systems in accordance with the "Community-Based Care Information System Requirements" (See Exhibit A).

1.5.1.3. The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices used to connect to the Department's network or systems will at all times have appropriate security measures implemented per requirements in Chapter 74-2.003, F.A.C., and CFOP 50-2 Chapter 4 to protect all data.

1.5.1.4. The Lead Agency shall ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, and Chapter 41-2, F.A.C., if public funds provided under this Contract will be used to support client transportation.

1.5.1.5. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Medicaid, Supplemental Security Income (SSI), to accurately determine eligibility for Title IV-B and Title IV-E, as per CFOP's 170-15, 175-59 and 175-71. The Department will exercise reasonable cooperation and will not take action to impair the Lead Agency's ability to maximize such funds. The Lead Agency and its subcontractors shall maintain client eligibility records and make them available in a timely manner for federal and state audits. Failure to earn appropriate funds may result in a corresponding reduction of the total amount paid under this Contract.

The Lead Agency shall:

1. Develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility to be submitted to the contract manager for review prior to execution of the plan by the Lead Agency. The plan must provide for a mechanism to perform ongoing reviews for accuracy in federal funding eligibility requirements, documented in FSFN Eligibility Module & Case Notes (See Exhibit B- Federal Funding Annual Eligibility Monitoring Report (Template)).
2. Conduct file reviews annually and document the results in the FSFN note feature. Samples of cases shall be drawn from FSFN identifying cases coded as eligible for each type of funding. Separate samples may be drawn as appropriate for IV-E Foster Care, IV-E Adoption Assistance, and TANF Adoption Subsidy. In general, a statistically valid sample at the 90%/10% confidence level/interval will be used. However, in order to assess the variability of practice, purposive samples may be drawn rather than pure random sampling. The Lead Agency shall compile and submit a monitoring summary report thirty (30) days following the review. The summary must include findings and recommendations for improvements. The summary shall be submitted to the contract manager for review

1.5.1.6 The Lead Agency shall ensure that the services identified in Section 1, Scope of Work, are provided in a family-driven, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin. Out of County Services home studies shall be assigned within five (5) business days and completed within thirty (30) calendar days of assignment.

1.5.1.7 The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients.

Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department within thirty (30) days of receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.

1.5.1.8 The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and Chapter 65C-17, F.A.C. FSFN shall be the official system of record for Trust Fund activity when the function is implemented. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one (1) week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this Contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming of responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.

1.5.2 **Coordination with Other Providers/Entities**

1.5.2.1 The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements.

1.5.2.2 The Lead Agency shall work with the Department's regional, circuit, or county staff to establish and take the lead on maintaining working agreements with other providers and Department entities, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the local child welfare System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.

1.5.2.3 The Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract.

1.5.2.4 The Lead Agency shall assist the Department's regional staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to address at

least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation. The Lead Agency may be exempted from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all of the foregoing areas.

1.5.2.5 The Lead Agency shall work in partnership with the Department and its local Managing Entity on the development and implementation of a working agreement addressing the integration of child welfare and behavioral health.

1.5.2.6 The Lead Agency shall participate in local Leadership Teams formed to complete the Integration Self-Assessment and shall partner with the Department and the local Managing Entity in completion of local Plans of Action.

1.5.2.7 The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in sections 39.001(9) and (10), F.S.

1.5.2.8 The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children and youth in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality child care, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.

1.5.2.9 The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, shall comply with the requirements of Chapter 65C-43, F.A.C., and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.

1.5.2.10 The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with twenty-four (24) hour Lead Agency contact information.

1.5.2.11 The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of "Children's Legal Services (CLS)" (see Exhibit C), which shall govern the relationship of the parties relating to the

interaction between the Lead Agency and its subcontractors and the Department through CLS.

1.5.3 **Staff Development and Training**

The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted Case Management Organizations to conduct necessary and appropriate training and development of their staff, including training on determining client eligibility for federal funding per section 1.5.1.5.

1.5.3.1 To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:

1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Lead Agency in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. In addition, the staff development and training program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.
2. The Lead Agency shall ensure that the Training Manager and/or CFO or designee complete the approved quarterly training report.
3. Submit an annual Staff Development and Training Plan. (See Exhibit B) The plan must be completed using the Annual Staff Development and Training Plan Template (See Exhibit B).

1.5.3.2 The Lead Agency shall complete a quarterly training expenditure report containing all classes offered during the reporting period. The Lead Agency shall obtain all training activities from subcontracted providers and compile them into one (1) quarterly training report. (Note: The pre-service and in-service portion of the training allocation may be used to provide Department-approved courses that lead to the certification of child welfare professionals and to support any training activity that the provider has identified as necessary to improve the skills and performance of provider staff. The allocation is limited to training activities, but is not limited to training that is specifically tied to eligible Title IV-E administrative activities.) Reports must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. Reports must be submitted using the Quarterly Training Template (See Exhibit B).

a. To ensure training costs are being reported as required, each Community Based Care Lead Agency will comply with the "Title IV-E Training support Reimbursement Training Report Instructions" See Exhibit B). (

b. The Lead Agency shall account for: (1) salaries, fringe benefits, travel, per diem, tuition, books and registration fees for title IV-E trainees in allowable short-term or long-term training (regardless of the duration of the training) for the time period the employee is actually participating in

training. (2) Salaries, fringe benefits, travel and per diem for staff development personnel assigned to training functions to the extent time is spent performing such functions. (3) Salaries, fringe benefits, travel and per diem for experts outside the agency engaged to develop or conduct training programs. (4) Travel, per diem, tuition, book and registration fees for foster parents and other persons identified under section 474(a)(3)(B) of the Social Security Act in short-term training.(5) Costs of space, postage, training supplies, and purchase or development of training material.

1.5.3.3 The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved, licensed, out-of-home caregiver preparation pre-service and in-service training, which the Department claims at an enhanced rate. Licensed, out-of-home caregiver preparation pre-service training shall meet the requirement of sections 409.175 and 409.145(2)(e), F.S., and adhere to the Partnership Plan for Children in Out-of-Home Care (see Exhibit A). Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a Reasonable and Prudent Parent Standard for children in care, the responsibilities related to providing care for transitioning foster care youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All training parent pre-service curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department. The Department is responsible for submitting the approved curricula to the federal Agency for Children and Families (ACF) as part of the Department's Five-Year Plan prior to the provider requesting reimbursement for these expenditures.

1.5.3.4 The Lead Agency and each sub-contracted Case Management Organization must comply with certification for persons providing child welfare services, pursuant to section 402.40, F.S. It is the responsibility of the Lead Agency and each sub-contracted Case Management Organization to maintain the integrity of the training and certification process by establishing agency policies that require timely child welfare certification and renewal as a condition of employment for child welfare service employees. Each employing agency shall also establish policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form (See Exhibit A), within no more than 30 calendar days of becoming aware of the allegation.

1.5.4 Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service providers with which the Lead Agency has a direct contractual relationship. The Lead Agency shall operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The lead agency shall ensure there is capacity and resources to sustain ongoing CQI

processes, including designated CQI staff. All activities shall comply with the most recent version of the Department's "Windows into Practice: Guidelines for Quality Assurance Reviews "to fulfill the Department requirements for a comprehensive CQI system (see Exhibit A). The Guidelines for completing case reviews will be updated as necessary and posted on the Quality Improvement page of University of South Florida's Center for Child Welfare website. If the Lead Agency objects to implementation of a new provision of an element of the Windows Into Practice, the Chief Executive Officer shall, within 30 days of receipt of Department notice thereof, identify in writing the basis for such objection which shall include the impact to the provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested provision, the Lead Agency may seek review by the Director of Child Welfare Performance and Quality Management. If the parties do not agree to the resolution, the issue may be escalated to the Assistant Secretary for Child Welfare or Deputy Secretary, who will be the final decision-maker on the issue.

1.5.4.1 The Lead Agency shall attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.

1.5.4.2 The Lead Agency agrees to collaborate in special reviews as deemed necessary by both parties.

1.5.5 **Licensing Tasks**

The Lead Agency shall perform Licensing Tasks, including, but not limited to:

1.5.5.1 Compliance with licensing requirements as described in sections 409.175 and 409.145(2)(e), F.S., Chapter 65C-13, F.A.C., and 42 U.S.C. §671(a)(20)(B)(i)-(ii).

1.5.5.2 If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in "Adoption of the Attestation Model for Family Foster Home Licensing" (see Exhibit A). The Lead Agency will review and approve all initial and/or re-licensing packets for all of its subcontracted agencies responsible for recruitment licensure and supervision for the purpose of foster home licensing and make a recommendation to the Department to issue or deny an initial license, or renew, revoke or modify an existing license. See the "Attestation of Foster Home Licensure Form," the "Licensing Standards Checklist for 24-hour Family Care" and the "Application for License to Provide Out-of-Home Care for Dependent Children" (see Exhibit A).

1.5.5.3 Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least thirty (30) calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation, or the foster home licensing

attestation form, prior to the expiration of the license, the Department will immediately notify the Lead Agency, which shall immediately remove the children from the unlicensed home.

1.5.5.4 Conduct foster care referral reviews in FSFN and review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under contract with the Lead Agency; and whenever feasible will assist the Department's Regional Licensing Staff with the review of intakes with allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of the investigation and identify any corrective action needed.

1.5.5.5 Consult with the Department's regional licensing office prior to making a determination to revoke, suspend, or deny a license and shall provide sufficient information to support the recommendation, as required by Rule 65C-13.035, F.A.C.

1.5.5.6 Provide copies of licensing records to the Department, within a mutually agreed upon reasonable time when requested.

1.5.5.7 Develop a corrective action plan with the family foster home as required by 65C-13.0034(3) and (4), F.A.C. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Regional Licensing Authority.

Placements must be done in accordance with Rule 65C-13.025(2)(a), F.A.C.

1.5.6 Other Service System Tasks

1.5.6.1 At the request of the Secretary of the Department or his/her designee, or the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator or his or her designee, the Lead Agency shall provide performance information or reports other than those required by this agreement to a single point of contact designated by the Department.

1.5.6.2 The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors results in an investigation.

1.5.6.3 The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance representatives on a quarterly basis, or as otherwise requested by the Department, to provide a briefing on the status of its operation.

1.5.6.4 If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is reasonably made known to the Lead Agency.

1.5.6.5 The Lead Agency will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, including subcontracted providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirement of this section. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.

1.5.6.6 The Lead Agency and its subcontractors shall comply with the Cost of Living Increase in accordance with section 409.145(4), F.S.

1.6 Service Task List: Safety

1.6.1. **Child Protection Tasks**

The Lead Agency shall ensure the delivery of Child Protection Tasks, including, but not limited to:

1.6.1.1. Delivery of foster care and services based on a trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, sections 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S., and documentation of all services in the child's FSFN master file.

1.6.1.2. Provision of availability of services upon receipt of each case and documentation of actions taken in relation to provision being made available for each specific service identified in the plan. Should information that does not impact the safety determination be incomplete, the Lead Agency shall not delay provision of available services while the CPI is collecting the necessary information. Transfer of primary responsibility shall occur upon completion of the Family Functioning Assessment (FFA).

1.6.1.3. Delivery of a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with DJJ and APD. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies.

1.6.1.4. Development with the Department of a community process for responding to Parent Needs Assistance referrals that are not investigations, but which require prevention services.

1.6.2. **Safety Management and Family Preservation Services**

1.6.2.1. The Lead Agency shall provide Safety Management Services and ensure that safety plans are managed during ongoing case management following case transfer.

1.6.2.2. If, prior to the completion of the Family Functioning Assessment (FFA) - Investigation, the CPI identifies a need for a Present Danger Safety Plan or at the conclusion of the FFA, the CPI identifies impending danger and the need for an Impending Danger Safety Plan that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal Safety Services. .

1.6.2.3. The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1).

1.7. **Service Task List: Permanency**

1.7.1. **Adoption Services**

The Lead Agency shall deliver Adoption Services, including, but not limited to:

1.7.1.1. Services designed to prepare children for adoption placement.

1.7.1.2. Recruitment and retention of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.

1.7.1.3. Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families. In addition, the Lead Agency shall maintain Adoption Exchange website information on a continual basis.

1.7.1.4. Providing pre- and post-adoption support services to adoptive families, including services leading to and after legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health and behavioral management services; services relevant to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child, or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless the adoptive parents concur.

a. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying

the adoption subsidy, even if the child is placed in an adoptive home in another county.

b. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of special needs, entering into the adoption assistance agreement and paying the adoption subsidy.

1.7.1.5. Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical subsidy; assistance with securing necessary mental health, behavioral, therapeutic and dental services relevant to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in FSFN as post-adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (See Exhibit A) must be followed. An adopted child who was never in foster care is able to obtain only the non-identifying information in his/her closed adoption record and should be referred to Florida's Adoption Reunion Registry for assistance. In addition, annual renewals for Adoption Assistance Medicaid shall be completed, as well as the necessary interstate forms to establish Florida Medicaid for adoptive families who have moved to Florida with an adopted child who is receiving adoption assistance from another state.

1.7.1.6. Collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents, as required by section 63.085, F.S., and Rule 65C-16.002, F.A.C., and ensuring that the prospective adoptive parents complete and sign DCF Disclosure Form 5328(See Exhibit A) .

1.7.1.7. The Department will work with the Lead Agency to develop its own operational procedures to include additional disclosure of information and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

1.7.2. **Placement Services**

The Lead Agency shall deliver Placement Services, including, but not limited to:

1.7.2.1. Supervision and placement of children, twenty-four (24) hours a day, seven (7) days per week, including holidays.

1.7.2.2. Licensing of family foster homes in accordance with section 409.175, F.S., and Chapter 65C-13, F.A.C.

1.7.2.3. Achievement and maintenance of licensure by the Department as a child-placing agency in accordance with Chapter 409, F.S. Ensure subcontractors are licensed as a child-placing agency, if performing Title IV-E reimbursable services, or if required pursuant to Florida law.

1.7.2.4. Ensuring the provision of the Medicaid Child Health Check-Up (CHCU), in accordance with Section 1.8.3.1. for children under the supervision of the Lead Agency.

1.7.2.5. Securing, approving, and reviewing all relative and nonrelative-placements under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C., and compliance with section 39.5085, F.S. Placement of children should adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved in accordance with Chapter 39, F.S., prior to placement of the child with anyone.

In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in FSFN.

1.7.2.6. Coordinating and collaborating with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 638, 670-679b, and the Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.

1.8. Service Task List: Well-Being

1.8.1. Life Skills Development Services and Extended Foster Care

The Lead Agency shall develop and implement an educational action plan (early learning, school readiness, life skills development, high school graduation, post-secondary education, and employment) through the following actions until addressed in Department rule or CFOP per section 1.4.3:

1.8.1.1. Provide services designed to best prepare children for school with an emphasis on high school graduation, postsecondary education, and employment.

1.8.1.2. Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin it is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)(E).

1.8.1.3. Document and upload in FSFN and provide to the child's school the factors considered in determining whether or not a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining whether it is in the child's best interest to remain in the school of origin shall include the child welfare professional, school representative, guardian ad litem, child and child's parent of guardian.

1.8.1.4. Work toward readiness of children to learn when entering school.

1.8.1.5. Promote, encourage and facilitate full participation, where possible in extracurricular activities if youth desires.

1.8.1.6. Collaborate with School Districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.

1.8.1.7. Support active student involvement in their educational planning.

1.8.1.8. Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.

1.8.1.9. Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E). The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.

1.8.1.10. Create, implement and monitor compliance with all transition plans.

1.8.2. **Independent Living and Extended Foster Care**

1.8.2.1. The Lead Agency shall provide Extended Foster Care and Road to Independence services to eligible young adults as described in sections 39.6251 and 409.1451, F.S. Eligible young adults shall receive Extended Foster Care and Road to Independence services within funds available through this Contract, including funds identified to be spent on Extended Foster Care and Road to Independence and other funds that could be expended on these services.

1.8.3. **Health Services**

The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care.

1.8.3.1. The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in 42 U.S.C. 6422(b)(15)(A) and Chapter VIII of The "Health Care Oversight and Coordination Plan within the Child and Family Services Plan" (see Exhibit A). The Lead Agency shall work with the Department's regional staff to dedicate

resources to the coordination of the provision of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within the geographical service area described in section 1.1 of Attachment I, involving those clients identified in section 1.2 of Attachment I.

1.8.3.2. The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the "Suitability for Residential Placement Guidelines," and the "90-Day Assessment of Suitability of a Child for Residential Treatment" (see Exhibit A).

1.8.3.3. Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall deliver children's mental health services with funds identified in Attachment II of this Contract for this purpose. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, the Lead Agency will comply with the "Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)"(See Exhibit A), and submit the "Report on Therapeutic Services for Children (100806 Fund) Expenditures" (See Exhibit B).

1.8.3.4. Pre-Consent Reviews are required to be completed on all children under 11 years of age who are prescribed two or more psychotropic medications.

1.9. Service Task List: Administrative

1.9.1. Staffing Requirements

1.9.1.1. The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract.

1.9.1.2. The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, 409.145(2)(e) and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:

a. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.

b. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S., for good moral character contained in section 435.06, F.S., or place

the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.

1.9.1.3. The Lead Agency agrees to ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with section 402.40, F.S. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with section 112.3185, F.S.

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

1.9.2. **Staffing Changes**

The Lead Agency shall submit written notice to the Department's contract manager in case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), and/or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during the vacancy. When the CEO, COO, CFO and/or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO and/or ED. The Lead Agency shall ensure that the Department has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to section 402.40, F.S., and Chapter 65C-33, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, is meeting the state requirements as stated in section 402.40, F.S.

1.9.3. **Subcontracting**

1.9.3.1. The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under Section 8.c. of the Standard Contract unless any of the following conditions apply:

a. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;

b. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including,

but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;

c. The person or entity is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;

d. The person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or

e. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

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

1.9.3.2. The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of $150,000.00. In addition, at the Department's request, the Lead Agency shall conduct a detailed cost analysis for named subcontractors. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

1.9.3.3. The Lead Agency shall include in all appropriate subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform in accordance with the contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Lead Agency shall ensure that any performance-related payment provisions in its subcontracts relate to the Performance Measures in Section 2. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.

1.9.3.4. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned OCA per the approved "Cost Allocation Plan (see Exhibit B)." In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (See Exhibit B).

1.9.3.5. The Lead Agency shall administer subcontracting activities in accordance with the most current version of the "Community Based Care (CBC) Subcontracting Guidelines," developed and distributed by the Florida Coalition for Children (See Exhibit A), unless the Lead Agency has developed its own guidelines which have been approved by the Department.

1.9.4. **Equipment**

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (See Exhibit A).

1.9.5. **Budget Design and Earning Requirements**

1.9.5.1 **Cost Allocation Plan**

1. The Lead Agency shall submit an initial **Cost Allocation Plan** (see Exhibit B) within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.
2. The Department will review the Cost Allocation Plan and provide written comments within 30 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 days of the date of the Department's written response, unless extended in writing by the Department.
3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:
   a. Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);
   b. Makes internal organizational changes that affect the cost allocation methodology; or
   c. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.
4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Lead Agency shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 days of the date of the Department's written response, unless extended in writing by the Department.

1.9.5.2. The Lead Agency is responsible for documenting federal earnings.

1.9.5.3. The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies.

1.9.5.4. The budgeted amount for each fiscal year in Section 4.1.1 must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (Attachment

II-A through E). "Planned Uses of State Funds Carried Forward" (See Exhibit B) is due within thirty (30) days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years.

1.9.5.5. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and submit a State Funds Carry Forward Report (See Exhibit B) as a supplement to the CBC Monthly Actual Expenditure Report (see Exhibit B) to account for those expenditures when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.

1.9.5.6. A new "CBC Annual Budget by Service Category" form (see Exhibit B) must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within fifteen (15) days of submission. Any budget revisions as required by the Department are to be submitted to the Department's contract manager within ten (10) days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.

1.9.6. **Service Delivery and Expenditure Documentation**

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in section 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures (See Exhibit A).

1.9.7. **Match Requirements**

To receive any Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

For the Lead Agency receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required ten-percent (10%) local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

1.9.8. The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (See Exhibit A).

2. PERFORMANCE SPECIFICATIONS

By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below. Per section 409.996(1)(b), F.S., the Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include financial penalties, enhanced monitoring and reporting, corrective action plans, and early termination of contracts or other appropriate action to ensure contract compliance. The financial penalties shall require the Lead Agency to reallocate funds from administrative costs to direct care for children.

2.1. The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The term "performance measure" refers to the numerical level of achievement stated as a percentage, ratio or count. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure.

Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this contract.

2.1.1. If the Lead Agency fails to meet the following measures, the Department, at its exclusive option, may allow up to six (6) months for the Lead Agency to achieve compliance with the measures. In addition, or in the alternative, the Department may implement the "Community-Based Care Progressive Intervention and Program Improvement" (See Exhibit A) at any time that the Lead Agency fails to demonstrate satisfactory progress in areas of noncompliance. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be demonstrated by the Lead Agency to the Department's satisfaction, the Department must cancel this Contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can prove to the satisfaction of the Department that the

Performance Measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

2.1.2. Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, the Department, at its exclusive option, may create and implement a Corrective Action Plan. The Corrective Action Plan will be issued by the contract manager (CM) in a written letter addressed to the Lead Agency's CM. The letter will outline all of the documented deficiencies in performance measures, the timetable to correct the deficiencies (not to exceed 6 months), and establish a schedule for reporting the progress toward correcting the deficiencies. Receipt and agreement to the terms of the Corrective Action Plan must be received in a written response to the CM for the Department within 30 days of the issuance of the Corrective Action Plan or the Corrective Action Plan will be voided and financial consequences will be applied. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency. If the performance measures are not corrected within the allotted time frame, the Department will apply the financial consequences as provided in this agreement.

Ref#	Measure Description	Standard	Frequency of Measurement
1	Rate of abuse or neglect per day while in foster care.	8.50 or less	Rolling twelve (12) month period ending two (2) months prior to the end of the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 8/1/2015 to 7/31/2016 for the September 2016 report).
2	Number of children with finalized adoptions between July 1, 2016 and June 30, 2017.	TBD	Quarterly: Performance through the end of the month prior to the report month. Fiscal Year to Date: Same as monthly.
3	Percentage of children under supervision who are seen every thirty (30) days.	≥99.5%	Quarterly: Three (3) month period immediately prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 7/1/2016 to 9/30/2016 for the December 2016 report).

Ref#	Measure Description	Standard	Frequency of Measurement
4	Children exiting foster care to a permanent home within twelve (12) months of entering care.	≥40.5%	Quarterly: For the 3 month period ending 12 months prior to report month Fiscal Year to Date: (e.g., 7/1/2015 to 9/30/2015 for the July to September 2016 report).
5	Children who do not re-enter foster care within twelve (12) months of moving to a permanent home.	≥91.7%	Quarterly: For the 3 month period ending 24 months prior to report month (e.g., 7/1/2015 to 9/30/2015 for the September 2016 report).
6	Children's placement moves per 1,000 days in foster care.	4.12 or less	Quarterly: Rolling twelve (12) month period ending as of the end of the month prior to the report month. Fiscal Year to Date: July 1st of prior fiscal year through end of the month to the report month. (e.g., 7/1/2015 to 8/31/2016 for the September 2016 report).
7	Percent of children in out-of-home care who have received medical services in the last twelve (12) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month.
8	Percent of children in out-of-home care who received dental services within the last seven (7) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month.
9	Percent of young adults in foster care at age 18 who have completed or are enrolled in secondary education.	80%	Quarterly: Rolling twelve (12) month period through the end of the month prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 10/1/2015 to 9/30/2016 for the September 2016 report).

2.2. **Performance Evaluation Methodology**

The performance evaluation methodology for statewide measures is described in the "Community-Based Care Performance Measures Methodology Document" (See Exhibit A).

2.3. Pursuant to section 409.988(1)(k), F.S. by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding calendar month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the lead agency, if the lead agency provides case management services, and in total for all case management services subcontracted or directly provided by the Lead Agency:

1. The average caseload of case managers, including only filled positions;
2. The turnover rate for case managers and case management supervisors for the previous 12 months;
3. The percentage of required home visits completed; and
4. Performance on outcome measures required pursuant to s.409.997, F.S., for the previous 12 months.

3. DELIVERABLES

3.1 Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in Sections 1.5 through 1.9, performed in accordance therewith. Any disputes regarding the completion of contract deliverables are subject to the provisions of Section 5.2., Dispute Resolution.

3.2 Records and Documentation

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

3.3 Reports

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

3.4 Department Determinations

Subject to the provisions of Section 5.2., Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

4. METHOD OF PAYMENT

4.1 Payment Clause

4.1.1 This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of state funds. The method of payment is per section 409.990(1), F.S. The

Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed $27,870,590.00, subject to the availability of funds. The Schedule of Funds (Attachment IID), which identifies the amount of the Federal and grant sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The attached Schedule of Funds provides as follows:

Attachment II-A, Fiscal Year 14-15	$ 5,233,418.00
Attachment II-B, Fiscal Year 15-16	$ 5,363,984.00
Attachment II-C, Fiscal Year 16-17	$ 5,836,822.00
Attachment II-D, Fiscal Year 17-18	$ 5,718,183.00 - projected funding
Attachment II-E, Fiscal Year 18-19	$ 5,718,183.00 - projected funding

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/14 – 8/31/15)	$419,501.83	2	$839,003.66
One Month of Child Welfare and Related Services (9/01/14 – 5/31/15)	$435,170.03	9	$3,916,530.27
One Month of Child Welfare and Related Services (6/01/15 - 6/30/15)	$477,884.07	1	$477,884.07
One Month of Child Welfare and Related Services (7/01/15 –10/31/15)	$436,118.16	4	$1,744,472.64
One Month of Child Welfare and Related Services (11/01/15 – 5/31/16)	$448,280.79	7	$3,137,965.53
One Month of Child Welfare and Related Services (6/01/16 – 6/30/16)	$448,280.83	1	$448,280.83
Supplemental invoice for FY 15-16 for Maintenance Adoption Subsidy (MAS) and Medicaid earnings	$33,265.00	1	$33,265.00
One Month of Child Welfare and Related Services (7/01/16 – 8/31/16)	$446,998.67	2	$893,997.34
One Month of Child Welfare and Related Services (9/01/16 – 4/30/17)	$482,418.57	8	$3,859,348.56

One Month of Child Welfare and Related Services (5/01/17 – 6/30/17)	$530,719.05	2	$1,061,438.10
Supplemental invoice for FY 15-16 for Maintenance Adoption Subsidy (MAS) and Prior Year Excess Earnings	$3,011.00	1	$3,011.00
One Month of Child Welfare and Related Services (7/01/17 – 6/30/18)	$476,515.25	12	$5,718,183.00
One Month of Child Welfare and Related Services (7/01/18 – 6/30/19)	$476,515.25	12	$5,718,183.00

These amounts are subject to increase, via contract amendment, according to the terms specified in Section 4.4., Renegotiation. State and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amounts may not be increased, so that payment for costs in excess of the funding provided is only available from state funds or other outside funding sources.

This Contract is funded by Appropriation Line Items for G/A Child Protection, G/A Community Based Care and 100806 Special Categories - Purchase of Therapeutic Services for Children. The Contract Manager will provide specific Appropriation Line Item numbers for each fiscal year of the agreement as they are published.

4.1.2 **Advance Payments**

4.1.2.1 In the event that the fiscal year contract value is changed during the year, advance payments shall be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.

4.1.2.2 Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Per section 216.181(16)(b), F.S., the Lead Agency shall temporarily invest surplus advanced funds in an insured account or an interest bearing account and return any interest earned to the Department periodically or no later than 45 days after the end of the contract (including any renewals). Any interest earnings must be documented on an "Interest Earned Quarterly Report" (See Exhibit B).

4.1.2.3 The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

4.2 **Cost Reimbursement**

Costs incurred by the Lead Agency will be reimbursed by contract funds under the following conditions:

4.2.1 All costs incurred by the Lead Agency must be of a type authorized by this Contract, allowable in nature under Federal standards and state law, allocable to this Contract,

reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in section 215.425, F.S., and subject to reasonably and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.

4.2.2 Compensation pursuant to section 409.990(4), F.S., shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

4.3 **Invoice Requirements**

4.3.1 The Lead Agency shall request payment monthly through the submission of a properly completed invoice, prepared on the Lead Agency's letterhead in the format described in the "CBC Invoice" (see Exhibit B). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Exhibit B- Reports:

4.3.1.1 Prior Month "CBC Monthly Actual Expenditure Report" (see Exhibit B).

4.3.1.2 "Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports" (see Exhibit B).

4.3.1.3 "Child Access and Visitation Grant Monthly Match Funds Report" (see Exhibit B).

4.3.1.4 FSFN-generated OCA Summary and Detail Report (see Exhibit B).

4.3.1.5 A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the "FSFN to CBC Monthly Expenditure Report Reconciliation Template" (see Exhibit B).

4.3.1.6 Failure to submit required documentation shall cause payment to be delayed until such documentation is received.

4.3.1.7 Invoice Submission and Reconciliation Schedule:

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

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

4.3.1.8 Monthly Trial Balance and Detailed General Ledger from the Lead Agency's accounting system and any other reports necessary to support expenditures reported via the CBC Financial Application in total and by cost pool (OCA). The Detailed General Ledger must be submitted in a flat file format in Excel or other importable format.

4.4 Renegotiation

Pursuant to the provisions of sections 409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess Federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

4.5 Full Compensation

This fixed price contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

4.6 Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery unless the lead agency can demonstrate a specific reliance on technical assistance from the Department. Prior to such consideration, the Lead Agency must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the appropriate contract manager, the technical assistance was provided in writing and the technical assistance was the direct cause of the disallowance.

4.7 Fees

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

4.8 MyFloridaMarketPlace Transaction

This Contract is exempt from MyFloridaMarketPlace transaction fee.

5. SPECIAL PROVISIONS

5.1 Program or Service Specific Terms

Definitions are provided in "CBC Definitions of Terms" (see exhibit A). The following additional definitions are provided for this Contract:

5.1.1 **Lead Agency Administrative Costs** – Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs (see exhibit A).

5.1.2 **Subcontractor Administrative Costs** – The total of all Administrative Costs incurred by the Lead Agency's subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.

5.1.3 **System Administrative Costs** – The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.

5.2 **Dispute Resolution**

The parties agree to cooperate in resolving any differences in interpreting the contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five (5) business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) and the Department's Regional Managing Director. Upon referral, the CEO and the Regional Managing Director shall confer in an attempt to resolve the issue.

If the Regional Managing Director and CEO are unable to resolve the issue within ten (10) business days, the parties shall select an external third representative within 10 business days thereafter. These three representatives shall meet within ten (10) business days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary, who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

5.3 **Contract Renewal**

This Contract may be renewed for a period not to exceed five (5) years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

5.4 **Provider Indemnity**

The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled "Provider Indemnity"). The Lead Agency, upon reasonable notice, shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their

officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Lead Agency, its agents, employees, partners or subcontractors; provided, however, that the Lead Agency shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

a. The Lead Agency shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Agreement; provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Lead Agency's products or the Department operation or use of Lead Agency's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Lead Agency's opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

b. The Lead Agency shall indemnify the Department for all costs and attorney's fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, as provided for under Section 26 of the Standard Contract, including litigation initiated by the Department.

Notwithstanding the above, the Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall not include the acts or omissions of any Lead Agency partner or subcontractor that is not a direct provider of foster care and related services to children and families. The Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Lead Agency subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless the Department for the subcontractor's acts or omissions. The Lead Agency remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless the Department. Nothing in the Standard Contract, the attachments thereto, or the other documents referenced in any of them is intended to or shall waive the Lead Agency's sovereign immunity or the statutory limits of liability of the Lead Agency or the subcontractor under section 768.28, F.S., section 409.993, F.S., or section 39.011 F.S, or the ability of the Lead Agency to claim immunity thereunder. The

obligation of the Lead Agency and any subcontractor to indemnify, defend, and hold harmless the Department shall not include any loss or damages caused by the negligent acts or omissions of the Department.

5.5 **Termination**

Section 30.a. of the Standard Contract is replaced with the following language:

This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "CBC Expiration/Termination Transition Planning Requirements" (see Exhibit A) _ with the other party within thirty (30) calendar days of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

5.6 **Third Parties**

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

5.7 **Client Files**

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

5.8 **Insurance**

5.8.1 During the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with section 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

5.8.1.1 The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Lead Agency and all of its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to

give the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or non-renewal.

5.8.1.2 The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Lead Agency authorized representative, that the Lead Agency is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

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

5.9 **Governance**

The Lead Agency shall be a governmental entity with a principal office located in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer. If the Lead Agency is a governmental entity, the preceding sentence shall not apply to any elected or appointed official who is subject to the State Code of Ethics for Public Officers and Employees (Chapter 112, Part III, F.S.).

5.10 **Related Party Transactions and Conflict of Interest**

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

5.11. **Mandatory Reporting Requirements**

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

5.12. **Prohibition of Anticompetitive Agreements**

The Lead Agency may not offer to nor enter into any formal or informal agreement with any person under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of a party to obtain employment by or provide services to the Department, another Lead Agency or another provider.

5.13 Nothing in this contract shall constitute a pledge of the Lead Agency's ad valorem tax revenue or otherwise pledge the Lead Agency's taxing power or credit. If the cost of complying with any term of this contract exceeds the amount of funds available from the Department or other outside sources, the Lead Agency's compliance with such terms shall be subject to the Lead Agency's appropriation of sufficient funds for that purpose. Pursuant to the requirements of Section 129.07, F.S., funds expended under this contract, including any local match for grant funding, shall not exceed the amount appropriated in the Lead Agency's budget for such purpose in that fiscal year. Nothing in this contract shall create any obligation on the part of the Lead Agency to appropriate funds for the purpose of complying with any term of this contract during any given fiscal year.

5.14 The Lead Agency shall not use any funds received pursuant to this contract for the purchase of or improvements to real property.

LIST OF EXHIBITS

Exhibit A, INCORPORATED DOCUMENTS
Exhibit B, REPORTS
Exhibit C, Children's Legal Services

EXHIBIT A - INCORPORATED DOCUMENTS
(Other than Reports - See Exhibit B)

The following documents are incorporated into the Contract by reference.

INCORPORATED DOCUMENTS (Other than Reports - See Exh. B For Reports)		
Document Title	**Contract Provision(s) Affected**	**Location**
CBC Authority and Requirements Reference Guide 8/2016	Attachment I, Section 1.4.3.	http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
Community-Based Care Information System Requirements (dated 10/2015)	Attachment I, Section 1.5.1.2	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Community-Based%20Care%20Information%20System%20Requirements%2010.2015.pdf
Partnership Plan for Children in Out-of-Home Care	Attachment I, Section 1.5.3.2	http://www.dcf.state.fl.us/programs/cbc/docs/Partnership%20Plan%20for%20Children%20in%20Out-of-Home%20Care.pdf
Florida Certification Board (FCB) Ethics Complaint Form	Attachment I, Section 1.5.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Ethical-Complaint-Form-Jan-2016.pdf
"Windows into Practice: Guidelines for Quality Assurance Reviews "	Attachment I, Section 1.5.4.	http://www.centerforchildwelfare.org/qa/QA_Docs/WindowsIntoPracticeFY15-16.pdf
Adoption of the Attestation Model for Family Foster Home Licensing	Attachment I, Section 1.5.5.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Licensing - Attestation for Foster Home Licensure Form 3/2014	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=825
Licensing Standards Checklist for 24-Hour Family Care 3/2013	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=826
Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007	Attachment I, Section 1.5.5.2	http://www.dcf.state.fl.us/programs/cbc/docs/fsp5007-adobe8%5b1%5d.pdf
Three-Year License for Family Foster Homes	Attachment I, Section 1.5.5.4	http://www.centerforchildwelfare.org/kb/policymemos/ThreeYrLicense-FH060812.pdf

INCORPORATED DOCUMENTS (Other than Reports – See Exh. B For Reports)		
Document Title	**Contract Provision(s) Affected**	**Location**
Customer Service and Customer Support Protocols for Adoptive Services (dated 5/19/2010)	Attachment I, Section 1.7.1.4	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Customer%20Service%20and%20Customer%20Support%20Protocols%20for%20Adoption.pdf
Guidelines for Release of Children's Records" (dated 10/1/2010)	Attachment I, Section 1.7.1.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Guidelines%20for%20the%20Release%20of%20Children%27s%20Records%20-%2010-01-20.pdf
Disclosure to Adoptive Parents, DCF Form 5328 Spanish version 5328S also available	Attachment I, Section 1.7.1.6	https://www.flrules.org/Gateway/reference.asp?No=Ref-06975 http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328.doc http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328S.doc
The Health Care Oversight and Coordination Plan within the Child and Family Services Plan	Attachment I, Section 1.8.3.1	http://www.dcf.state.fl.us/programs/cbc/docs/Florida%20Health%20Care%20Oversight%20and%20Coordination%20Plan.pdf
Suitability for Residential Placement Guidelines - 3/2013	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
90-Day Assessment of Suitability of a Child for Residential Treatment - 5/24/2010	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children) (dated 7/2015)	Attachment I, Section 1.8.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/14-15/Guidance%20Document%20100806%20Final%20Draft%20June%204.pdf
Community Based Care (CBC) Subcontracting Guidelines, (dated 10/26/2012)	Attachment I, Section 1.9.3.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBCSubcontractingGuidelines%202012-10-26.pdf

INCORPORATED DOCUMENTS (Other than Reports – See Exh. B For Reports)		
Document Title	**Contract Provision(s) Affected**	**Location**
Lead Agency Tangible Personal Property Requirements (dated 4/01/09)	Attachment I, Section 1.9.4	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Department of Financial Services' Reference Guide for State Expenditures	Attachment I, Section 1.9.6	http://www.myfloridacfo.com/aadir/reference_guide/
Federal Uniform Grant Guidance	Attachment I, Section 1.9.8	https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
Community-Based Care Progressive Intervention and Program Improvement (dated 05/10/2011)	Attachment I, Section 2.1.1	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Progressive%20Intervention%20and%20Program%20Improvement%20-%2005-10.pdf
Community-Based Care Performance Measures Methodology Document	Attachment I, Section 2.2.	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Performance%20Measures%20Methodology%20Document%203-23-09.pdf
CBC Definitions of Terms (dated 6/1/2012)	Attachment I, Section 5.1	http://www.dcf.state.fl.us/programs/cbc/docs/12-13/CBC%20Definitions.PDF
DCF Definition of Administrative Costs for Child Welfare Lead Agencies (CBC's), January 24, 2012.	Attachment I, Section 5.1.1.	http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Definition%20of%20Administrative%20Costs%20for%20CBC's%2001-24-12.pdf
CBC Expiration/Termination Transition Planning Requirements	Attachment I, Section 5.5	https://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBC%20Expiration%20Termination%20Transition%20Planning%20Requirements%20.pdf
HIPAA Terms and Conditions	Standard Contract, HIPAA Compliance Section	https://www.hhs.gov/hipaa/for-professionals/privacy/

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment.

EXHIBIT B – REPORTS

The forms of the reports listed in this Exhibit and associated guides and instructions are incorporated into the Contract by reference. Each report shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Report Title	Format and Location	Frequency of Report	Submit To
ADMINISTRATIVE REPORTS			
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Personal Property Inventory & Disposition Report, maintained on the Department's website.	Must be completed for initial transfer of equipment, and submitted annually by June 15th.	Contract Manager Forward Copy to: Property Management- General Services, Cheryl.Cox@myflfamilies.com Office: (850) 717-4570
Expiration/ Termination Transition Plan	See Expiration/ Termination Transition Planning Requirements, maintained on the Department's website.	Six (6) months prior to any end date.	Contract Manager
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 13, and Chapter 252, F.S.	Annually, commencing one year from date of acceptance of initial plan.	Contract Manager Forward copy to: Regional General Services contact, or at the discretion of each Circuit, to the Circuit Disaster Coordinator.
PROGRAMMATIC REPORTS			
Independent Living My Services and Florida National Youth in Transition Database (NYTD) Surveys	See Independent Living My Services and Florida NYTD Surveys (by age group), maintained on the Department's website.	As required in the implementation document, incorporated herein by reference and maintained on the Department's website.	Surveys are entered into statewide database.

Report Title	Format and Location	Frequency of Report	Submit To
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Report, maintained on the Department's website.	Quarterly, within thirty (30) days after the beginning of each quarter.	Contract Manager Forward Copy to: Prevention Manager, Erin.Hough@myflfamilies.com Office: (850)717-4658
FEDERAL REPORTING & QUALITY MANAGEMENT			
Civil Rights Checklist	Form CF 946, maintained on the Department's Website.	Annually, no later than May 20th.	Contract Manager Forward Plan to Regional EEO contact.
Data input for Rapid Safety Feedback, Florida CFSRs and Florida CQI	For Rapid Safety Feedback reviews - Web tools located at: http://apps1.dcf.state.fl.us/WebSecurity/login.aspx For special reviews- Web tool as issued by Central Office. For CFSR Reviews-Web tools located at: https://www.cfsrportal.org/oms	For Regional QA Model reviews, at least every three months. October 10 December 10 April 10 July 10 For special reviews, as directed by memo from Central Office.	Data submitted online.
Quality Assurance Annual Report	(See 1.5.4) Criteria provided in the "Windows into Practice," available on the University of South Florida's Center for Child Welfare website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf.	Annually, no later than Aug. 15	Contract Manager Forward copy to: Director of CW Performance and Quality Management, Ginger.Griffeth@myflfamilies.com Office: (850) 717-4654
Annual CQI Plan	(See 1.5.4) Criteria provided in the "Windows into Practice", available on the University of South Florida's Center for Child Welfare website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf.	Annual review and revise as necessary, or a memo indicating no revisions are needed by Aug. 31.	Contract Manager Forward copy to: Director of CW Performance and Quality Management, Ginger.Griffeth@myflfamilies.com Office: (850) 717-4654

Report Title	Format and Location	Frequency of Report	Submit To
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving federal grant funds.	See Child Access and Visitation Local Service Provider Survey, Addendum and data file, maintained on the Department's website. Directions for completing Report: Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, the addendum; and Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org. To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.	Quarterly, thirty-five (35) days after end of the reporting period. Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30.	Contract Manager Forward copy to: Office of Child Welfare, tammy.rodgers@myflfamilies.com Office:(850) 717-4392

Report Title	Format and Location	Frequency of Report	Submit To
Federal Funding Annual Eligibility Monitoring Plan	Eligibility criteria provided in CFOP's 170-15 and 175-71, Federal and State Funding Eligibility, available on the University of South Florida's Center for Child Welfare. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml	Annually, by October 15th, covering current federal fiscal year, 10/1-9/30.	Contract Manager Forward Plan to: Office of Child Welfare, Courtney.Smith@myflfamilies.com Office:(850) 717-4660
Federal Funding Annual Eligibility Report	(See 1.5.1.5) Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, available on the University of South Florida's Center for Child Welfare. http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml	Annually, within the Federal Fiscal Year, 10/1-9/30.	Contract Manager. Forward Plan to: Office of Child Welfare, Courtney.Smith@myflfamilies.com Office:(850) 717-4660
Staff Development and Training Plan	(See 1.5.3.1.3)The Annual Staff Development and Training Plan Template can be found at: http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml	The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15th of each year for the upcoming fiscal year.	Contract Manager. Forward Plan to: centersupport@usf.edu.
		FISCAL REPORTS	
Quarterly Training Expenditure Reports	(See 1.5.3.2) The quarterly training template and Title IV-E Training support Reimbursement Training Report Instructions can be found at: http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml .	Quarterly Jan-March due April 30 April-June due July 31 July- Sept. due October 31 Oct.- Dec. due January 31	Contract Manager & centersupport@usf.edu Forward copy to: Training Manager, MaryAnn.White@myflfamilies.com Office:(850) 717- 4672

Report Title	Format and Location	Frequency of Report	Submit To
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	(See 4.3.1.2) The Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form is maintained on the Department's website.	Monthly, twenty (20) days after the end of the reporting month.	Contract Manager Forward Copy to: Office of Child Welfare, Lora.Singleton@myflfamilies.com Office:(850) 717-4684 Accounting Services, Cindy.Grammas@myflfamilies.com Office:(850) 717-4722
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	(See 4.3.1.3) The Child Access and Visitation Monthly Match Funds Report is maintained on the Department's website.	Monthly, twenty (20) days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year.	Contract Manager, Forward copy to: Office of Child Welfare, tammy.rodgers@myflfamilies.com Office:(850) 717-4392 Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Interest Earned Quarterly Expenditure Reports	(See 4.1.2.2.) The Interest Earned Quarterly Report format is maintained on the Department's website.	Quarterly. CBCs that have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager
Cost Allocation Plan (CAP)	(See 1.9.3.4. and 1.9.3.5.) The CBC Cost Allocation Plan Template, CBC Cost Allocation Plan Position Listing Template (FY2016-17) and approved Cost Allocation Plan Template are maintained on the Department's website.	Initially and by August 31st of each state fiscal year, as well as when changes warrant a modification.	Contract Manager
State Funds Carry-forward Report (when carry forwards are available)	(See 1.9.5.5.) The State Funds Carry-forward Report format is maintained on the Department's website.	Monthly, with the invoice to report on any expenditure of approved carry-forward amounts.	Contract Manager

Report Title	Format and Location	Frequency of Report	Submit To
CBC Monthly Actual Expenditure Report	(See 1.9.3.4., 1.9.5.5., and 4.3.1.1.) The CBC Monthly Actual Expenditure Report format is maintained on the Department's website.	Monthly, with the exception of the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report."	Contract Manager Submitted through the DCF Web Portal using the CBC Financial Application. DCF Web Portal using the CBC Financial Application
OCA Summary and Detail Report	(See 4.3.1.4. and 4.3.1.5.) A Standard Report available in FSFN in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format	Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required. This applies only for OCAs required to be in FSFN.)	Contract Manager
CBC Final Expenditure Report	See CBC Final Expenditure Report format, maintained on the Department's website.	To be submitted on the date of the payment request for September of each fiscal year.	Contract Manager
FSFN to CBC Monthly Expenditure Report Reconciliation	(See 4.3.1.5.) "FSFN to CBC Monthly Expenditure Report Reconciliation Template", maintained on the Department's website at: http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments	Monthly, with the submission of the CBC Monthly Actual Expenditure Report and the CBC Final Expenditure Report.	Contract Manager

Report Title	Format and Location	Frequency of Report	Submit To
CBC Annual Budget by Service Category	(See 1.9.5.6.) The CBC Annual Budget by Service Category format is maintained on the Department's website.	Must be reported within thirty (30) days from the date the CBC receives the Schedule of Funds of each state fiscal year and when payment requests follow an amendment that revises the Schedule of Funds.	Contract Manager
CBC Invoice	(See 4.3.1.) The CBC Invoice is maintained on the Department's website.	Monthly, by the 20th of each month (estimated pay for the following month.)	Contract Manager
Planned Uses of State Funds Carried Forward	(See 1.9.5.4.) Planned Uses of State Funds Carried Forward, is maintained on the Department's website.	Must be submitted within thirty (30) days of receipt from Department of approved amount of state funds carried forward.	Contract Manager
Report on Therapeutic Services for Children (100806 Fund) Expenditures	(See 1.8.3.3.) The Therapeutic Services for Children Purchases (100806 funds) Semi-annual Report format (February 2015) is maintained on the Department's website.	Reporting period – January through June: Report due by August 31. Reporting period – July through December: Report due by January 31.	Contract Manager Forward to: Substance Abuse and Mental Health Program Office, Patricia.Armstrong@myflfamilies.com Office: (850)717-4578

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment.

EXHIBIT C - CHILDREN'S LEGAL SERVICES

For purposes of this Agreement only, Children's Legal Services within the Department of Children and Families, the Office of the Attorney General, and the State Attorney's Office will be collectively referred to herein as "CLS." Both the Lead Agency and the case management subcontractors are collectively referred to herein as "Lead Agency."

The Lead Agency and CLS agree to and acknowledge the following:

1. CLS will be responsible for all legal services to be performed on behalf of the Department of Children and Families in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure, including, but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.

2. All documents prepared and kept by the Lead Agency must be made available at the request of CLS. The request may be made in either written or oral form. No additional subpoena shall be required.

3. Prior to each court hearing, the CLS attorney and case manager must confer on any case to be heard in court. For dependency and termination of parental rights adjudicatory hearings, the CLS attorney and case manager must confer no later than 5 days before the hearing. For judicial review hearings, the CLS attorney and case manager must confer no later than 3 days before the hearing provided that CLS receives from the case manager the Judicial Review Social Study Report ten (10) business days prior to hearing as outlined in paragraph 8 below. For all other court hearings not scheduled on an emergency basis, the CLS attorney and case manager must confer no later than 2 days before the hearing. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position that is in the child's best interest and consistent with Florida law. In the event a unified position is not achieved, escalation is required and shall include CLS Management, Department Management designated by the Regional Managing Director in the region where the case derives, and Lead Agency Management.

4. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather relies on and works in collaboration with the Lead Agency and case management staff.

5. Reasonable written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding.

6. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
   6.1. Diligent Searches
   6.2. Document Translations
   6.3. Paternity Testing Services
   6.4. Professional/Expert Witnesses
   6.5. Depositions (including transcriptions)
   6.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country)
   6.7. Publications
   6.8. Court Records (Including transcripts from evidentiary hearings and trials)
   6.9. Lab fees
   6.10. Birth and Death Certificates
   6.11. Home Studies
   6.12 Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations

7. All documents requested by CLS and prepared by the Lead Agency, including, but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Status Reports, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S., and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for consideration and/or filing. CLS shall file all timely received applicable documents within the statutorily prescribed filing deadline or within a reasonable time if no deadline is specified.

8. CLS shall upload legal documentation that establishes initial Title IV-E eligibility into the Legal Record for the case in the Florida Safe Families Network ("FSFN") within 2 business days of the order becoming available. The documentation shall be a digital copy of a signed and entered court order that documents the first court determination concerning the removal of a child from the home. The Lead Agency shall identify and notify CLS of the need for court orders that support a redetermination of IV-E eligibility. The Lead Agency, or CLS if the Lead Agency does not have access to the order, shall upload the court order that supports a redetermination into the Legal Record for the case in FSFN within a reasonable time after a digital copy of the order becomes available. The Lead Agency must upload case plans and the signature page of case plans and associate them to the case plan Legal Document record in FSFN.

9. The Lead Agency shall submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. All such updates can be provided electronically through email or other correspondence. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency, and CLS shall comply with all discovery requests.

10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, multidisciplinary reports, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.

11. CLS and the Lead Agency will work as expeditiously as possible to ensure the best interests of the child are paramount. When relief is sought under emergency circumstances, the Lead Agency will provide CLS with any evidence reasonably available to the Lead Agency in order for CLS to advocate for or defend against the relief requested. CLS and the Lead Agency also recognize that motions for return to the home because conditions for return have been met, modification of placement, travel requests, passport requests, or removal of the disability of nonage may require expedited action to promote the welfare of the child. CLS will file such a motion in an expedited fashion when a Lead Agency requests the filing of such a motion, so long as the Lead Agency provides CLS with the evidentiary support to advocate for the relief requested, and Florida law supports the filing.

12. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation provided that doing so does not violate a court order requiring disclosure or existing state or federal law. CLS shall maintain the confidentiality of communications with the Lead Agency when doing so does not violate a court order requiring disclosure or existing state or federal law.

    To the extent possible, all case planning and permanency staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. The Lead Agency shall ensure the assigned CLS attorney receives reasonable advance notice.

13. In non-emergency situations, CLS shall provide reasonable notice to the lead agency of upcoming hearing dates in each dependency case. CLS's obligation to provide such notice will be satisfied if the Lead Agency is present at a hearing during which the court announces the next hearing date, CLS provides the case manager with a copy of an order setting the next hearing date within five (5) days of the issuance of the order, or CLS otherwise provides notice to the case manager assigned to the case. The Lead Agency and CLS shall ensure all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory. On a mutually-agreed upon schedule, CLS and the Lead Agency will jointly train all employees and case management subcontractors on courtroom procedure, courtroom etiquette, and witness testimony.

14. The Lead Agency shall collaborate with CLS to prepare petitions for shelter, petitions for dependency, petitions for the termination of parental rights, and any other document CLS deems necessary for filing in a Chapter 39 proceeding. When the Lead Agency has knowledge of the facts alleged in the petition or filing, the Lead Agency will execute an oath as to its knowledge or will otherwise work cooperatively with CLS to ensure all statutory requirements of Chapter 39 are satisfied.

15. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment, such as prescribing psychotropic medication, the Lead Agency shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from the parent or legal custodian.

16. CLS will ensure all court orders are provided to the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court. If permitted by the court, the local rules, and Florida Rules of Procedure, CLS will support the Lead Agency's request to be added to the list of service recipients to receive any court orders that are electronically served. In the event the Lead Agency determines it is unable to comply with a court order, the Lead Agency shall immediately provide written notification to the CLS attorney with a detailed written explanation as to why the Lead Agency is unable to comply. As a courtesy and at the request of the Lead Agency, CLS may notify the court of the Lead Agency's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. If CLS deems it necessary, a representative of the Lead Agency will be available to testify to the Lead Agency's inability to comply with the court order or to prepare and execute an affidavit of such inability.

17. The Lead Agency shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Lead Agency shall conduct all such diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.

18. In an effort to expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements, such as completion of adoption clearance forms for CLS review. The Lead Agency is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, F.A.C.

19. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to Section 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other

document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication),education, school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

20. CLS and the Lead Agency will share all available information related to a delinquency proceeding concerning a dependent child and will partner to comply with any court order directed to the Department of Children and Families.

In the event a Memorandum of Understanding or other agreement setting forth obligations between CLS and the Lead Agency exists and contradicts this Agreement in any way, the terms and conditions of this Agreement shall govern.

Attachment II-A
CBC Schedule of Funds
St. Johns Board of County Commissioners - Contract# NJ206
FY 2014-15 Use Designation - As of 3/2/2015

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			3,591,883
Subtotal Sections A and B				3,591,883
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			1,052,217
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/KRE00/CHF0T KRLE0/KRA00	22,594	5,648	28,242
Chafee Road to Independence - Scholarship	CHFSS/CHPES	11,042	2,761	13,803
Chafee, ETV, Road to Independence	ETVSS/ETVPS/ETVAF	17,138	4,285	21,423
All State Funded Independent Living Services	KRI00/KRLI0/SF***/EF***/EG***/EO***/EP***/ KRCME		84,138	84,138
Medicaid Administration	PR005	9,200	9,199	18,399
State Access and Visitation	PRSAV	-	-	-
SSFA Family Preservation	PRE04	83,412		83,412
SSFA Family Support	PRE06	107,525		107,525
SSFA Time Limited Reunification	PRE11	77,161		77,161
SSFA Adoption	PRE12	32,471		32,471
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		66,259	66,259
Child Protection and Abuse Prevention Svcs	CPAPS		41,179	41,179
Svcs for Sexually Exploited Youth - Devereux	SFSEY		-	-
Svcs for Sexually Exploited Children - CBCs	SEC00		15,306	15,306
Teen Outreach Program	SFTOP		-	-
Mentor and Volunteer Program	SFMVS		FALSE	-
				-
Subtotal Section C				1,641,535
Total All Fund Sources				5,233,418

Attachment II-B
CBC Schedule of Funds
St. Johns Board of County Commissioners - Contract# NJ206
FY 2015-16 Use Designation - As of 8/13/2015

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			3,583,814
Subtotal Sections A and B				3,583,814
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS CBAIA			1,099,390
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T KRLE0	22,594	5,648	28,242
Chafee Road to Independence - Scholarship	CHFSS	11,042	2,761	13,803
Chafee, ETV, Road to Independence	ETVSS/ETV0T	16,979	40,146	57,125
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		48,436	48,436
Medicaid Administration	PR005	9,200	9,199	18,399
State Access and Visitation	PRSAV	-	-	-
SSFA Family Preservation	PRE04	83,412		83,412
SSFA Family Support	PRE06	107,525		107,525
SSFA Time Limited Reunification	PRE11	77,161		77,161
SSFA Adoption	PRE12	32,471		32,471
Training IV-E Eligible	DCTRN/TRCOR TRFCA	81,527	29,288	110,815
Training IV-E In-Eligible	TRCIT		3,867	3,867
Children's Mental Health CW Wraparound Funding	19MCB		66,259	66,259
Other			-	-
			-	-
Special Projects			-	-
Subtotal Section C				1,746,905
Total All Fund Sources				5,330,719

Attachment II-C
CBC Schedule of Funds
St. Johns Board of County Commissioners - Contract# NJ206
FY 2016-17 Use Designation - As of 5/8/2017

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			3,771,498
Subtotal Sections A and B				3,771,498
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS/SFMSA			1,275,180
Independent Living Services - Chafee Administration Eligible and Other	KRE00/ KRLE0/ KRA00/ CH0AT	21,908	5,478	27,386
Chafee Road to Independence - Scholarship	CHFSS / CHPES	11,460	2,865	14,325
Chafee, ETV, Road to Independence	ETV**	14,964	42,590	57,554
All State Funded Independent Living Services	KRI**/SF***/EF***/EG***/ EO***/EP***		48,341	48,341
Medicaid Administration	PR005	9,200	9,199	18,399
State Access and Visitation (a)	PRSAV	-		-
SSFA Family Preservation (b)	PRE04	83,412		83,412
SSFA Family Support (b)	PRE06	107,525		107,525
SSFA Time Limited Reunification (b)	PRE11	77,161		77,161
SSFA Adoption (b)	PRE12	32,471		32,471
Title IV-E Child Welfare Services Training	DCTRN/TRDCM/TRCOR	120,427	50,309	170,736
Stated Funded Child Welfare Services Training	TRCIT		5,086	5,086
Safety Management Services	SAFMS	59,807	2,655	62,462
PI Training	BAT00/BATR1	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		66,259	66,259
Special Projects			-	-
Special Projects			-	-
Special Projects				-
Subtotal Section C				2,046,297
Total All Fund Sources				5,817,795

Adoption Incentive Award	Other Cost Accumulators	Federal	State	Total
Allocation based on the percentage of out-of-home population January 1, 2016 to September 25, 2016. This is the maximum incentive amount that may be earned and will be based on certain criteria for adoptions during this fiscal year.	CBAIA		19,027	19,027
Total All Fund Sources				19,027
				5,836,822

Footnotes:
(a) A 10% match is provided by the Community-Based Care provider.
(b) A 25% match is being certified by the Community-Based Care provider.

Attachment II-D
CBC Schedule of Funds
CBC - Contract# NJ206
FY 2017-18 Use Designation - As of 7/1/2017

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			
Subtotal Sections A and B				-
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS/SFMSA			
Independent Living Services - Chafee Administration Eligible and Other	KRE00/ KRLE0/ KRA00/ CH0AT			-
Chafee Road to Independence - Scholarship	CHFSS / CHPES			-
Chafee, ETV, Road to Independence	ETV**			-
All State Funded Independent Living Services	KRI**/SF***/EF***/EG***/ EO***/EP***			-
Medicaid Administration	PR005			-
State Access and Visitation (a)	PRSAV			-
SSFA Family Preservation (b)	PRE04			-
SSFA Family Support (b)	PRE06			-
SSFA Time Limited Reunification (b)	PRE11			-
SSFA Adoption (b)	PRE12			-
Title IV-E Child Welfare Services Training	DCTRN/TRCQR			-
PI Training	BAT00/BATR1			-
Children's Mental Health CW Wraparound Funding	19MCB			-
Special Projects				-
Special Projects				-
Special Projects				-
Subtotal Section C				-
Total All Fund Sources				-

Adoption Incentive Award	Other Cost Accumulators	Federal	State	Total
Allocation based on the percentage of out-of-home population _____ to _____. This is the maximum incentive amount that may be earned and will be based on certain criteria for adoptions during this fiscal year.	CBAIA			0
Total All Fund Sources				0

Attachment II-E
CBC Schedule of Funds
CBC - Contract# NJ206
FY 2018-19 Use Designation

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ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature	Date
Name of Authorized Individual	Application or Contract Number

Name and Address of Organization

ATTACHMENT IV
FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 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, agreed-upon procedures engagements as described in 2 CFR § 200.425 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 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 2 CFR §§ 200.500-200.521. 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 $750,000 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 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) 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 (less than $750,000 for fiscal years beginning on or after July 1, 2016) 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 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) 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 2 CFR § 200.512.

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

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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.

Exhibit 1 to Attachment IV

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME : CONTRACT #

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

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

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

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

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

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

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

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

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

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

ATTACHMENT V
TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (Amended December 2013 to permit Florida to extend its waiver demonstration for five additional years (20 quarters) retroactive to October 1, 2013 and ending September 30, 2018) which is incorporated herein by reference and maintained on the Department's website. The Waivers are for the following provisions of the Social Security Act, and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

1. Section 472 (a) –Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.

2. Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.

3. Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) –Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.

4. All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

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

OVERALL GOALS OF THE WAIVER

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

1. Improve child and family outcomes through the flexible use of title IV-E funds;

2. Provide a broader array of community-based services, and increase the number of children eligible for services; and

3. Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

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

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

1. Development and implementation of family-centered evidence-based programs and case management practices to assess child safety; support and facilitate parents and caregivers in taking responsibility for their children's safety and well-being; enhance parent and family protective factors and capacity; develop safety plans; and facilitate families' transition to formal and informal community-based support networks at the time of child welfare case closure.

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

3. One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);

4. Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;

5. Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;

6. Implementation of evidence-based practices to increase the effectiveness of mental health and substance abuse screening and treatment services for parents, as well as strategies to improve timely access to and engagement in these services.

7. Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and

8. Long term supports for families to prevent placement recidivism.

DOCUMENTATION AND REPORTING REQUIREMENTS

1. The Lead Agency agrees to document progress of implementation as requested by the Department on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services.

2. The Lead Agency agrees to all financial reporting requirements as described in this contract.

3. The Lead Agency agrees to continue to collect and document Title IV-E eligibility information in FSFN and complete accurate eligibility determinations in FSFN as required under the Waiver Terms and Conditions and the Department's operating procedure on State and Federal Funding Eligibility (CFOP 175-71). This eligibility determination information will be used so that all children will have an updated eligibility determination prior to the end of the Title IV-E Waiver Demonstration.

EVALUATION

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

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

Signature	Date
Name of Authorized Individual	Contract Number

Name and Address of Organization

ATTACHMENT VI

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI

and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the 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 departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit

protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide

by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such

protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

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