

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020722

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board approve and execute two contracts, beginning 7/1/02 through 6/30/03, with the Florida Department of Children and Family Services. These contracts are for the Family Connection Center to operate an on-going supervised visitation and parent education program. Approve a budget amendment resolution in the amounts of \$27,320.00 (DCF Contract HJL16); project #0690 for Parent Education services with a match of \$6,830.00, and \$79,677.00 (DCF Contract HJL13); project #0689 for Supervised Visitation program with a match of \$18,089.62.

WHY ACTION IS NECESSARY: To formalize the acceptance of additional money to continue an on-going program.

WHAT ACTION ACCOMPLISHES: Provides on-going funding of the Family Connection Center with monies from two 12-month contracts with the Department of Children and Family Services.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C11A

3. MEETING DATE:

07-02-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE *753.004*
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Parks & Recreation*
- C. DIVISION *Cooperative Extension Service*

BY: *John Yarbrough*

[Signature]

7. BACKGROUND:

Lee County entered into a partnership with the Family Connection Center (FCC), in 1996 to provide supervised visitations for families and children in out-of-home care with the Department of Children and Family Services. In addition, FCC provides supervised visitation by court order to children and non-custodial parents undergoing divorce or custody disputes and families struggling with issues of domestic violence. FCC started as a pilot program but has gained statewide recognition as a model of collaborative, community effort. FCC is a member of the Supervised Visitation Network, a national organization promoting standards for supervised visitation programs. FCC provides visitation to families separated by violence and abuse at the Lee County Extension Services and other locations. Educational information is then accessible to parents through the Cooperative Extension Service.

FCC has received reimbursement for services grants from the Department of Children and Family Services for children in its dependency program, and has received a lesser amount from fees paid by parents whose children are not in foster care but where supervised contact is ordered. FCC provides its services using one full-time Lee County employee and several temporary/on-call staff (as funding permits), and volunteers and interns. It should be noted this grant operates as a fee for service with the ability to earn up to the dollar amount specified in each contract for the contract term.

This partnership has been continued by subsequent grants from the Department of Children and Families and approved by the Board of County Commissioners. Grant revenues are deposited directly through Lee County Extension Services, who processes the paperwork for the reimbursements.

These two budgets: contract #HJL16 (Parent Education) in the amount of \$27,320.00; and contract #HJL#13 (Visitation Services in the amount of \$79,677.00 will be used to continue funding for one Lee County employee, temporary on-call employees, transportation, parent education and office supplies. Funds will be make available in account 11069013806.501310 for Parent Education and (federal grant-FCC grant-special revenue-FCC subfund-temps) 11068913806.501210 (federal grant-FCC grant-special revenue-FCC subfund-full time salaries) for Visitation Services. The reimbursed amount per parenting class is \$150.00 and \$75.00 per Visit. This amount will cover all "out-of-pocket" expenses of the program with no additional cost to the Department of Parks and Recreation. The match will come from the use of facilities at the Extension Office, support from the University of Florida in professional educational publications and programs.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					QA	OM	Risk	GC	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
6/20/02
10:26am
COUNTY ATTORNEY
[Signature]

RECEIVED BY
by CO. ATTY.
11:45 AM
CO. ATTY.
FORWARDED TO:
[Signature]
4:55 PM

RESOLUTION

Amending the Budget of Family Connection Center, Fund 13806 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Budget of the Family Connection Center, Fund 13806, for \$ 106,997 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the Budget of the Family Connection Center, Fund 13806 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$ 173,027
11068913806.331690.9005	FCC - Visitation	\$ 79,677
11069013806.331690.9005	FCC - Parenting	\$ 27,320
Amended Total Estimated Revenues		\$ 280,024

APPROPRIATIONS

Prior Total:		\$ 173,027
Additions		
11068913806.501210	Salaries	\$ 79,677
11069013806.501210	Salaries	\$ 27,320
Amended Total Appropriations		\$ 280,024

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Budget of Family Connection Center, Fund 13806 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

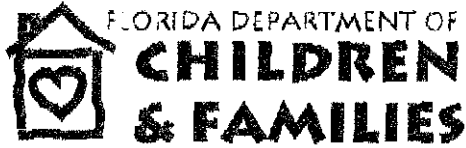
BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



Jeb Bush
Governor

Kathleen A. Kearney
Secretary

CERTIFIED MAIL: 7000 1530 0001 2740 5254

June 11, 2002

Robert P. Janes, Board Chairman
Lee County Board of County Commissioner for
Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

Dear Mr. Janes:

Enclosed are three originals of your contract #HJL16.

Please sign, date and return all three copies to me as soon as possible. Once our District Administrator signs all copies, I will send you a fully executed original.

Thank you for the services your agency provides to our community. If you have any questions, please call me at 239/338-1407.

Sincerely,

Cherisse Brizendine
Senior Human Services Program Specialist

Enclosure

Cc: Lorna Kibbey, Senior Management Analyst Supervisor
Contract File

District Eight • P.O. Box 60086 • Fort Myers, Florida 33906-0085

The Department of Children & Families is committed to working in partnership with local communities to ensure safety, well-being and self-sufficiency for the people we serve.

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Lee County Board of County Commissioners for Family Connection Center hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

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

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

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

7. To include the aforementioned audit and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, creed, color, disability, national origin, or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than 15 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

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

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$27,320.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2002, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Fort Myers, Florida, on June 30, 2003.

B. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) 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 U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Lee County Board of County Commissioners
for Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

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

Cherisse Brizendine
Department of Children and Families
2295 Victoria Avenue
Fort Myers Florida 33901
(239)338-1407

2. The name of the contact person and street address where financial and administrative records are maintained is:

Susan Hedge Executive Director
Lee County Board of County Commissioners
for Family Connection Center
3406 Palm Beach Boulevard

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Susan Hedge, Executive Director
Lee County Board of County Commissioners
for Family Connection Center
3406 Palm Beach Boulevard

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments, Attachment I,II,III and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.E. above.

IN WITNESS THEREOF, the parties hereto have caused this 50 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Lee County Board of County
Commissioners for Family Connection Center.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED
BY:
NAME: Robert P. Janes
TITLE: Board Chairman
DATE: _____

SIGNED
BY:
NAME: Mike Murphy
TITLE: District Administrator
DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal EID # (or SSN): VF65-0575098

Provider Fiscal Year Ending Date: 06/03

ATTACHMENT I**A. Services to be Provided****1. Definition of Terms****a. Contract Terms**

(1) **Advance Payment** - A payment situation whereby under certain circumstances it is possible to make a portion of the contract funds available to a provider prior to the delivery of services and or expenditure of funds by the provider. Advance payment(s) may be used only when authorized by the State's Appropriations Act or expressly authorized by other law. Advances may be made only to not-for-profit corporations or governmental agencies.

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

(3) **Contract** - A contract, for the purposes of this document, is a formal written agreement between the department and an individual or organization for the procurement of services. A contract consists of the Standard Contract, Program Specific Model Attachment I (PSMAI)/Attachment I, including special provisions where appropriate, plus any other attachments or exhibits deemed necessary. Per Chapter 287, Florida Statutes (F.S.), a contract must be signed by both parties prior to services being rendered.

(4) **Contract Manager** - The department's employee responsible for enforcing the performance of contract terms and conditions. The contract manager is the department's primary point of contact through which all contracting information flows between the department and the provider.

(5) **Cost Reimbursement** - Method of payment used when the department reimburses the provider for actual expenditures incurred in accordance with a line item budget.

(6) **Department** - Florida Department of Children and Families, unless otherwise stated.

- (7) District** - A Florida Department of Children and Families' territorial division pertaining to a geographical service area, including the Suncoast Region.
- (8) Exhibit** – Information appended to an Attachment I or any other contract attachment.
- (9) Federal Fiscal Year** – An accounting period of twelve consecutive months starting on the first day of October and ending on the last day of September.
- (10) Fixed Price** – Method of payment used when the service provided can be broken down into unit costs (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).
- (11) Invoice** – A completed and timely submitted document used by the provider to request payment from the department.
- (12) Match** – A specified percentage of program or project costs, cash, or in-kind, that must be contributed by grantee in order to be eligible for funding. This requirement may either be stated as a specified or minimum percentage of total allowable costs or a maximum percentage of participation in such costs.
- (13) Method of Payment** - This is the third section of an Attachment I/PSMAI. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the department, and any special conditions pertaining to payment of contract invoices.
- (14) Outcomes** - Quantitative indicators that can be used by the department to objectively measure a provider's performance toward a stated goal.
- (15) Outputs** - Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.
- (16) Performance Measures** - Quantitative indicators, outcomes, and outputs that can be used by the department to objectively measure a provider's performance.

(17) Provider – An organization or individual providing services or materials to the department in accordance with the terms of the contract.

(18) Provider Fiscal Year - An accounting period of twelve consecutive months.

(19) State Fiscal Year - An accounting period of twelve consecutive months starting on July 1, and ending on the last day of June.

b. Program or Service Specific Terms

(1) Adult-Adolescent Parenting Inventory-2 - A reliable and valid standardized pre- and post-test instrument, used by the department to test the effectiveness of all Parent Education programs in the state. The instrument measures basic parental knowledge of appropriate child rearing practices of parents who complete a Parent Education program lasting six weeks or longer that is delivered with a planned and organized curriculum.

(2) Calendar Day - A twenty-four hour day.

(3) Case Carry-Over - The number of families being served at the end of the previous month or contract year that will continue to receive services during the current month or contract year.

(4) Caseworker - Individual qualified, in accordance with this contract, to teach Parent Education skills.

(5) Child – An unmarried person under the age of eighteen years.

(6) Family - A collective body of persons consisting of a child and a parent, legal custodian, or adult relative.

(7) Family Preservation Services – Tertiary prevention services to prevent family disruption and unnecessary removal of children from their homes. These services are time limited and provide intensive involvement that includes services in a family's home.

(8) Families Served - The number of families accepted and determined eligible.

(9) Family Service Plan - A written plan developed, during the first session and updated quarterly, between the provider's case worker

and the family. It outlines the goals, objectives, and projected completion dates of the services to be provided.

(10) Family Support Services - Voluntary, secondary prevention Parent Education Services that are delivered in a community-based facility or the family's home.

(11) Parent Education - A child abuse or neglect prevention-focused service offered to parents and families who are assessed at risk for the occurrence or reoccurrence of child abuse or neglect.

(12) Primary Prevention Services – Action aimed at preventing child abuse or neglect from occurring for the first time in a family.

(13) Secondary Prevention Services - Services voluntarily offered to families who are vulnerable to and have been determined to be at risk of child abuse or neglect.

(14) Tertiary Prevention Services - Court ordered or voluntary services offered to families who have been identified by an investigative authority as abusive or neglectful. These intensive services, designed to prevent the recurrence of abuse or neglect, are considered family preservation services. These services are also known as Family Preservation Services.

(15) Voluntary Referral - The direction of a family to seek services on their own without court intervention.

(16) 3MP Data Collection Report Exhibit C- A report completed by the provider and submitted monthly to the contract manager which collects family information for entry by the department onto the 3MP Reporting Tool.

2. General Description

a. General Statement

Parent Education Program services are provided through this contract to prevent the occurrence or recurrence of child abuse or neglect. Services may be delivered to groups of parents, but are preferably delivered to an individual family.

b. Authority

Section 20.19(1)(c), F.S., authorizes the department to contract for these services.

c. Scope of Service

(1) These services shall be provided to parents and families in the following Florida counties: Lee.

(2) Services to each family shall last for a minimum of eight weeks and each Parent Education session with each family shall be for a minimum of two and one half (2.5) hours for Adults and a range of one and one half (1.5) hours to two and one half (2.5) for children.

d. Major Program Goals

The primary goal of the prevention Parent Education Program is to prevent the occurrence or recurrence of child abuse or neglect. The intent of this program is to increase the strength and stability of the family, to increase parents' confidence and competence in their parenting abilities, to afford children a stable and supportive family environment, and otherwise enhance child development.

3. Clients to be Served**a. General Description**

(1) Families with children who are experiencing problems in child rearing will receive services under this contract.

(2) A minimum of 30 families will be served.

b. Client Eligibility

(1) The following general program criteria shall be used to determine eligibility for Parent Education Program services. Eligible families must, at a minimum, have one of the following:

(a) Been identified as abusive or neglectful of children, or

(b) At least one high-risk indicator for child abuse or neglect, as discussed in paragraph A.3.b.(2) of this contract.

(2) The following indicators, singularly or in combination, shall be used by the provider to determine which families are eligible for Parent Education services due to high risk for child abuse or neglect:

- (a) Teen parents, pregnant women, or new parents.
- (b) Parents of children with physical, intellectual, or emotional problems.
- (c) Families with significant economic difficulties including lack of adequate food, housing, employment, or medical care.
- (d) Parents who misuse alcohol or drugs.
- (e) Low income single parents or those with little or no effective support systems.
- (f) Parents who were themselves victims of child abuse and neglect as children.

(3) Eligibility is based on the identified need of the parent for the service, as defined by the request of the parent or the referral source.

(4) Establishment of eligibility must be documented in the individual family case file at intake.

c. Client Determination

Clients may be referred from any of the following sources:

- (1) Self-referrals.
- (2) Voluntarily referred from community private or public agencies, including, but not limited to, medical, educational, or social service organizations.
- (3) Court order.

d. Contract Limits

- (1) A minimum of eight weeks of services shall be delivered to each family served. Additional weeks of service may be approved by the contract manager.
- (2) Each session shall be for a minimum duration of two and one half (2.5)hour sessions for adults and one and one half (1.5) to two and one half (2.5) for children.

B. Manner of Service Provision

1. Service Tasks

a. Task List

The provider will:

(1) Perform, but not be limited to, the following Parent Education services for each family served:

(a) A minimum of eight weeks of sessions. Each session shall be for a minimum of two and one half (2.5) hours for Adults and a range of one and one half (1.5) hours to two and one half (2.5) for children. A total of eight sessions of Parent Education services will be delivered to families for a total of thirty direct service hours for adults and a range of eighteen to thirty direct service hours for children.

(b) Telephone contacts with families and other community agencies.

(c) Referrals to community agencies based on assessed need for economic or financial assistance, child assessment, screening, or treatment.

(2) Develop a Family Service Plan during the first session based on the assessed needs of each family served. The Family Service Plan must identify service goals and objectives.

(3) Update the Family Service Plan on a quarterly basis, at a minimum.

(a) The quarter will begin with the date services began.

(b) Each update will include an assessment of the family's progress toward the goals and objectives established in the initial Family Service Plan.

(4) Deliver Parent Education services that are part of a planned and organized curriculum of service delivery as described in the Service Delivery Curriculum, **Exhibit A**.

(5) Administer the Adult-Adolescent Parenting Inventory-2 test at the first visit or before the start of the second visit as a pre-test and at the completion of the program as a post-test.

(6) Administer the Department Client Satisfaction Survey six weeks from the date of the first session with the family.

(7) Use the 3MP Data Collection Report **Exhibit C**, to track the occurrence or recurrence of child abuse, neglect, or abandonment after service provision.

(8) Develop a specific campaign for April 2003, Child Abuse Prevention Month or participate in the statewide public awareness campaign sponsored by the department. A written description of the Child Abuse Prevention Month activities shall be submitted to the contract manager by February 28, 2003.

(9) A written summary of all Child Abuse Prevention Campaign activities shall be submitted to the contract manager by May 15, 2003.

b. Task Limits

Parent Education Program services may be delivered in the home of the individual family or in community-based facilities.

2. Staffing Requirements

a. Staffing Levels

(1) Staff, as described below, shall be hired and retained to deliver the agreed upon services of this contract.

(a) Program Director/Supervisor

This position shall supervise professional and paraprofessional caseworkers and oversee all Parent Education Programs.

(b) Professional Caseworker

This position shall provide Parent Education training and work under the direct supervision of the Program Director/Supervisor.

(c) Paraprofessional Caseworker

This position shall provide Parent Education training and work under the direct supervision of the Program Director/Supervisor.

b. Professional Qualifications

(1) Professional Staff

(a) Program Director/Supervisor.

Minimum qualifications for this position are: graduation from an accredited four-year college or university with a bachelor's degree in a human service related field, at least three years of experience in social work or counseling. A master's degree in a human service related field may substitute for one year of the required experience. At least six months of the candidate's experience must be in teaching Parent Education classes. Documentation of education, training, and related experience shall be maintained in the employee's personnel file.

(b) Professional Caseworker

Minimum qualifications for this position are: graduation from an accredited four-year college or university with a bachelor's degree in a human service related field and at least two years experience providing direct services to children or families. A master's degree in a human service related field may substitute for one year of the required experience. At least six months of the candidate's experience must be in teaching Parent Education classes. Documentation of education, training, and related experience shall be maintained in the employee's personnel file.

(c) Executive Director

Minimum qualifications for this position are: graduation from an accredited four-year college or university with a bachelor's degree in a human service related field, at least three years of experience in social work or counseling. A master's degree in a human service related field may substitute for one year of the required experience. At least six months of the candidate's experience must be in

teaching Parent Education classes. Documentation of education, training, and related experience shall be maintained in the employee's personnel file. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

(2) Paraprofessional Staff

Paraprofessional Caseworker

Minimum qualifications for this position are: a high school diploma or a Graduate Equivalency Diploma, a minimum of two years experience working with families or children, and at least six months of experience teaching Parent Education classes. Any paraprofessional not trained to deliver the contracted curriculum must co-train with a Professional Caseworker for a minimum of six months before he/she provides training alone. Documentation of education, training, and related experience shall be maintained in the employee's personnel file.

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

(4) Minimum Training Requirements

(a) All Program Director/Supervisors, Professional, and Paraprofessional Caseworkers must successfully complete, within 90 days of hiring, pre-service training prior to providing direct services to children or families.

i. Pre-service training shall include, but is not limited to: department prescribed training on confidentiality; identification of the indicators of child abuse, neglect, and abandonment; mandatory reporting; community resources; and an overview of the Family Safety Program components and service delivery system.

ii. Each employee's personnel file shall document the subject, date, and number of hours of training completed.

(b) All Program Director/Supervisors, Professional, and Paraprofessional Caseworkers must successfully complete at least forty hours of in-service training per twelve-month period of time.

i. In-service training shall include, but is not limited to: department prescribed training on child abuse, neglect, and abandonment; domestic violence (minimum eight hours); substance abuse (minimum eight hours); children's mental health (minimum eight hours); Shaken Baby Syndrome; community resources; and other specialized areas as determined jointly by the provider and the department.

ii. Licensed professional staff may substitute Continuing Education Units (CEU'S) on an hour-for-hour basis, for the forty hours of annual in-service training. Domestic violence, substance abuse, children's mental health, and Shaken Baby Syndrome must be included in the forty hours of annual CEU's.

iii. Employees working less than forty hours per week may prorate in-service training or CEU's based on the average number of hours worked per week.

iv. Final determination of the specialized areas to be included in in-service training rests with the department.

v. Each employee's personnel file shall document the subject, date, and number of hours of training completed.

(c) All training conducted on mandatory reporting requirements shall use the department's Information Packet for Professionally Mandated Reporters. Prior to training or distribution, the provider must call the Florida Abuse Hotline Information System administrative telephone number, (850) 487-4322, to ensure that they are using the most current edition of the packet (current version is July 1999).

c. Staffing Changes

The Executive Director (or designee) shall notify the contract manager, in writing, of any staff changes or vacancies within five calendar days of the change or vacancy.

d. Subcontractors

(1) This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location & Equipment

a. Service Delivery Location

Services shall be delivered in a community-based facility conveniently located to the families served. The address of the community-based facility(ies) is/are

Family Connection Center
3406 Palm Beach Boulevard
Fort Myers Florida 33916

b. Service Times

(1) Services shall be delivered at a conveniently located community-based facility from 9:00am A.M. to 7:00or P.M. from Sunday through Saturday.

(2) Services shall be provided at times that are convenient for the families served.

(3) The administrative office shall be open from 9:00A.M. to 4:30P.M Mondat through Friday, with the exception of provider recognized holidays.

c. Changes in Location

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

d. Equipment

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

4. Deliverables

a. Service Units

- i. A home visit is defined as one ninety (90) minute observed session.
- ii. A parent group service unit is two and one half (2.5) hours and a child group session service unit is one and one half (1.5) hours or two and one half (2.5) hours of Parent Education services, as defined in this contract. A group must be a minimum of three and a maximum of twelve families in attendance. If only one or two families show for the group session the provider has the option of either rescheduling the group or billing each family as a home visit, provided that the session is at least 90 minutes in duration. This must be documented on the invoice and sign in sheets.

b. Records and Documentation

- (1) A case file shall be maintained for each family served. The case file must contain, but is not limited to, the following information:
 - (a) Initial Family Service Plan.
 - (b) Quarterly updates of Family Service Plan.
 - (c) Log of all contact with the family. The log must include date of contact, where the contact occurred, and service delivery information that relates to the Family Service Plan.
 - (d) Documentation of assessment and referral(s) for other services during service provision and at case closure.
 - (e) Assessment of progress in meeting goals and objectives.
 - (f) Adult-Adolescent Parenting Inventory-2, pre-test and post-test, and score sheets.
 - (g) Established need to receive the service to include documentation of indicators used to determine high risk for abuse, neglect or abandonment that is in compliance with paragraphs A.3.b.(2) of this contract.

- (h) Identifying demographic information about the family.
- (i) Documentation of case closure, as applicable.

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

- (a) Pre-service training by subject of training, date of attendance at training, and number of hours of training completed for each individual training session.
- (b) In-service training by subject of training, date of attendance at training, and number of hours of training completed for each individual training session.
- (c) Education, training, and related experience that is used to determine the required minimum qualifications for the position held by the employee or volunteer.
- (d) Level 2 employment screening results, as specified by Chapter 435, F.S., and
- (e) A signed copy of the Security Agreement Form, Form CF-114, if applicable.
- (f) A completed copy of the application for employment.

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

- (a) Documentation of advertisement for each position, including the dates the position is advertised.
- (b) Dates of interviews for the vacant position.
- (c) Date vacant position is filled.

c. Reports

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office address(es) to receive report
Children & Families Services Monthly Report Exhibit G	Monthly	10 calendar days after end of month for previous month	1	Contract Manager
3MP Data Collection Report	Monthly	10 calendar days after end of month for previous month with invoice	1	Contract Manager
Family Service Plan	Quarterly	Quarterly	1	Family services Counselor
Child Abuse Prevention Campaign Activity Description	Annually	By 2/28/03	1	Contract Manager
Child Abuse Prevention Campaign Activity Summary	Annually	By 5/15/03	1	Contract Manager
Monthly Invoice	Monthly	10 calendar days after end of month for previous month with invoice	1	Contract Manger
Incident Reports	As needed	With in 24 hours of reported incident	3	District Administrator, Contract manager, Program office Administrator.

Data Submission Submitted on Departments supplied data disk.	Monthly	10 calendar days after end of month for previous month with invoice	1	Mission Support and Planning office
Monthly Match Report	Monthly	10 calendar days after end of month for previous month with invoice	1	Contract Manager

(1) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such.

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

(3) The department, at its option, may allow additional time for the provider to remedy the objections noted by the department, or the department may, after giving the provider a reasonable opportunity to make the report complete, adequate, or acceptable, declare this contract to be in default.

(4) The Children and Family Services Monthly Report Exhibit G shall be submitted to the contract manager in the approved electronic format within ten calendar days after the end of each month for the previous month.

(5) The 3MP Data Collection Report shall be submitted to the contract manager in the approved electronic format within ten calendar days after the end of each month for the previous month.

(6) A written description of the program activities to be sponsored or the activities to be participated in for the April 2003 Child Abuse Prevention Month statewide campaign shall be submitted to the contract manager by February 28, 2003. (See paragraph B.1.a.(8) of this contract.)

(7) A written summary of all Child Abuse Prevention Campaign activities shall be submitted to the contract manager by May 15, 2003.

(8) Other reports and information that the department may require shall be furnished to the department by the provider in a timely manner.

(9) Monthly reports shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment.

5. Performance Specifications

a. Performance Measures

(1) 96% of children in families who complete intensive child abuse prevention programs of three months or more are not subjects of reports with verified or indicated maltreatment within 12 months of program completion.

(2) 83% of families who complete Parent Education services, lasting 12 weeks or longer, shall achieve a standard score of four (4) or higher in each of the five (5) constructs as measured by the AAPI-2 post-test.

(3) 95% of clients will be satisfied with services, based upon responses to the Department Client Satisfaction Survey.

b. Description of Performance Measurement Terms

(1) Construct – Theoretical summary of behavior on the AAPI-2.

(2) The Department Client Satisfaction survey can be found at the following website:

http://www5.myflorida.com/cf_web/myflorida2/healthhuman/publications/docs/satsurv/documents/generalinstructions2000.htm.

(3) For the purposes of this survey, a satisfied client is a client that responded "agree" or "strongly agree" to the survey question: "Overall, I am satisfied with the services that I received."

(4) Annual Caseload - is defined as the total number of clients who reach a point in their service plans once during the year containing a trigger point.

(5) Trigger points - the appropriate points in time or services that a client shall be given the Department Client Satisfaction Survey to complete, for example at recertification, six months after admission, case closure, or at some other point. The department will determine trigger points for each affected client group, and contract managers will provide the information to the provider. Providers whose caseloads are less than 150 clients must survey all clients who reach their trigger point, but are exempt from having to obtain a minimum number of returns.

Minimum number of returns. The following table identifies the minimum numbers of clients for which completed surveys are required in order to report results for the provider's annual caseload at the ninety percent (90%) confidence level, with a five percent (5%) error rate:

Sample Sizes for Contract Providers Fiscal Year 2002 – 2003	
Number of Clients Served in the Fiscal Year (Who will hit their trigger point once during the year)	Required Minimum Return
Less than 150	Must survey all clients who reach their trigger point, no minimum return is required.
150 – 200	115
201 – 250	130
251 – 300	143
301 – 350	153
351 – 500	176
501 – 750	199
751 - 1,000	213
1,001 - 1,500	229
1,501 - 2,000	238
2,001 and over	250

(6) Indicated Child Maltreatment - Determination made by a child abuse investigator that there is credible evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

(7) Verified Child Maltreatment - Determination by a child abuse investigator that there is a preponderance of evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

c. Performance Evaluation Methodology

(1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

(2) The provider will administer the Department's Client Satisfaction survey to a representative sample of clients in accordance with the instructions listed at http://www5.myflorida.com/cf_web/myflorida2/healthhuman/publications/docs/satsurv/documents/generalinstructions2000.htm.

The calculation of the satisfaction rate shall be determined using the following:

$$\frac{\text{The number of satisfied clients}}{\text{Total number of surveys returned}} = \text{Satisfaction Rate}$$

(3) To measure the performance measure outlined in paragraph B.5.a.(1) of this contract, the provider shall use the 3MP Data Collection Report. A special data inquiry will be completed by the department to determine if the outcome is met.

(4) To measure the performance measure outlined in paragraph B.5.a.(2) of this contract, the provider shall administer the Adult-Adolescent Parenting Inventory-2 as a pre- and post-test. These tests will measure the performance of those parents who receive Parent Education programs, lasting 12 weeks or longer.

(a) All parents who begin a Parent Education program must complete a demographic information sheet and a pre-test at the first session or before the start of the second session of the program.

i. To measure two parent households, the provider shall decide which parent will take both the pre- and post-test. The same parent must take each test.

(b) All parents who complete a Parent Education program must complete a demographic information sheet and a post-test.

i. To measure two parent households, the provider shall decide which parent will take both the pre- and post-test. The same parent must take each test.

ii. To measure Parent Education programs that last 12 weeks or longer, the post-test shall be administered upon completion of the program.

(c) When at least ten families per provider complete the tests (either pre- or post-test) and demographic information sheets, the provider will do the following:

i. Batch them together with a target population identification sheet.

ii. Mail them directly to the following address for analysis and scoring:

**Richard Keene & Associates
203 North Main Street
Weaverville, North Carolina, 28787
ATTENTION: Angie Crawford**

iii. Family Development Resources will process the pre- and post-tests and return the raw scores, the scaled scores, and the risk index on each one to the provider.

iv. The provider shall maintain copies of all pre- and post-tests and scores in the individual family case file.

(d) providers who have chosen to score the tests themselves must still batch the tests, AAPI-2 Profile

Worksheets (either Form A or B), and demographic information sheets together with a target population identification sheet.

$$\frac{\text{Families with score of 4 or above on post-test}}{\text{Families taking the post-test}} = \text{Average score}$$

- i. The provider shall mail them directly to Family Development Resources at the address in paragraph B.5.c. (4)(c) for analysis.
- ii. Family Development Resources will process the pre- and post-tests and return the raw scores, the scaled scores, and the risk index on each one to the provider.
- iii. The provider shall maintain copies of all pre- and post-tests and scores in the individual family case file.

(e) Failure to administer a pre- and post-test for each family served and to follow the batching and mailing procedures of those tests (as outlined in paragraph B.5.c.(4) of this contract) is a failure to achieve the performance measure outlined in paragraph B.5.a.(2) of this contract and can result in termination of the contract.

(f) The contract manager, through monthly reports issued by Family Development Resources, will evaluate compliance for the performance measure in paragraph B.5.a.(2) of this contract.

6. Provider Responsibilities

a. Provider Unique Activities

It is the responsibility of the provider to:

- (1) Comply with all rules, regulations, and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the provider. The provider hereby acknowledges that failure to

abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.

- (2) Develop a knowledge of and relationships with other appropriate community resources and programs to provide necessary services for the families served.
- (3) Return the original signed copy of the Security Agreement Form, CF-114, to the contract manager.
- (4) Ensure the provision and documentation of pre-service and in-service training for professional and paraprofessional personnel.
- (5) Administer the Department Client Satisfaction Survey in accordance with paragraph B.5.a.(3).

b. Coordination with Other Providers/Entities

- (1) Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.
- (2) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

7. Department Responsibilities

a. Department Obligations

The department agrees to provide Department Client Satisfaction Surveys to the provider.

b. Department Determinations

- (1) Final authority in all disputes related to this contract rests solely with the department. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.
- (2) The department reserves the exclusive right to make certain determinations. The absence of the department setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.
- (3) The department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best

interests of the State of Florida and the health, safety, and welfare of the clients which are served by the department either directly or through any one of its providers.

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

c. Monitoring Requirements

The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8).

C. Method of Payment

1. Payment Clause

a. This is a fixed price (unit cost) contract. The department agrees to pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$ 27,320.00 subject to the availability of funds.

b. Service Units Fixed Price (Unit Cost) Method of Payment Chart.

The department agrees to pay for the service units at the unit price(s) and limits listed below:

Service Units	Unit Price	Maximum # of Units
Parent Group Sessions 2.5 hour session	150.00	52
Child Group Sessions 1.5 hour session	90.00	12
Child Group Sessions 2.5 hour session	150.00	45
Home Visits 90 Minutes	70.00	167

2. Invoice Requirements

a. The provider shall request payment on a monthly basis through submission of a properly completed invoice, **Exhibit B**, within 10 calendar days following the end of the month for which payment is being requested.

b. Payments may be authorized only for service units on the invoice that are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

3. Supporting Documentation Requirements

a. The provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

b. Match:

The provider is required to provide a match of **\$6,830.00** from a local source. The provider's failure to meet the match requirement shall result in a pro-rata reduction of the department's funding. The provider shall submit a completed Match Certification Form, **Exhibit F**, with monthly invoices.

D. Special Provisions

1. Computer-Related Crimes

In addition to the Security Obligations clause found in the Standard Contract, the provider shall comply with Chapter 815, F.S., Computer Related Crimes. The provider shall comply with Children and Families Operating Procedure (CFOP) #50-6, **Exhibit D**, regarding the security of automated data.

2. Americans With Disabilities Act

To comply with the Americans With Disabilities Act, the following clause must be printed on all notifications of services delivered outside the individual family home in community-based facilities that are sent to potential participants. If notifications are by telephone, the following question must be asked of all potential participants.

If you need an accommodation because of a disability in order to participate in the Parent Education Program, contact Gail Varley , Program Director at least two weeks prior to the first session date at (239) 461-7500 between the hours of 9:00am and 4:30 pm. Calls can be received Monday through Friday.

3. Incident Reporting

In accordance with Rule 65C-14.016, F.A.C., maintain and implement a current written Incident Notification Procedure that shall include, but is not limited to minimal compliance with the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6; **Exhibit E**.

4. Financial Penalties

If this is a contract for services, a corrective action plan may be required in the event of noncompliance, nonperformance or unacceptable performance. During the period of noncompliance, nonperformance or unacceptable performance, and absent extenuating circumstances, and depending upon the nature of the noncompliance, nonperformance or unacceptable performance, a financial penalty of 10%, 5%, or 2% may be imposed pursuant to Rule 65-29.001 F.A.C. The deadline for payment shall be as stated in the Order imposing the financial penalty and in the event of nonpayment the Department may deduct the amount of the penalty from the invoice(s) submitted by the provider.

E. Exhibits

1. **Exhibit A**, Service Delivery Curriculum
2. **Exhibit B**, Invoice for Fixed Price (Unit Cost)
3. **Exhibit C**, 3MP report.
4. **Exhibit D**, Security Agreement
5. **Exhibit E**, Incident reporting
6. **Exhibit F**, Monthly Match Report
7. **Exhibit G**, Children and Family Services Reporting tool

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

Susan L Hedge

Signature

March 18, 2002

Date

Susan L. Hedge

Name of Authorized Individual

Application or Contract Number

Family Connection Center

Name of Organization

3406 Palm Beach Boulevard, Fort Myers, FL 33916

Address of Organization

Page 3²

ATTACHMENT III

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract.
- B. District office:
Richard Davala
2295 Victoria Ave
Fort Myers, Florida 33901
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

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

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

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Recipients, when submitting reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, Comptroller, 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, Comptroller, 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.

NURTURING PROGRAM

FOR PARENTS AND CHILDREN BIRTH TO FIVE YEARS

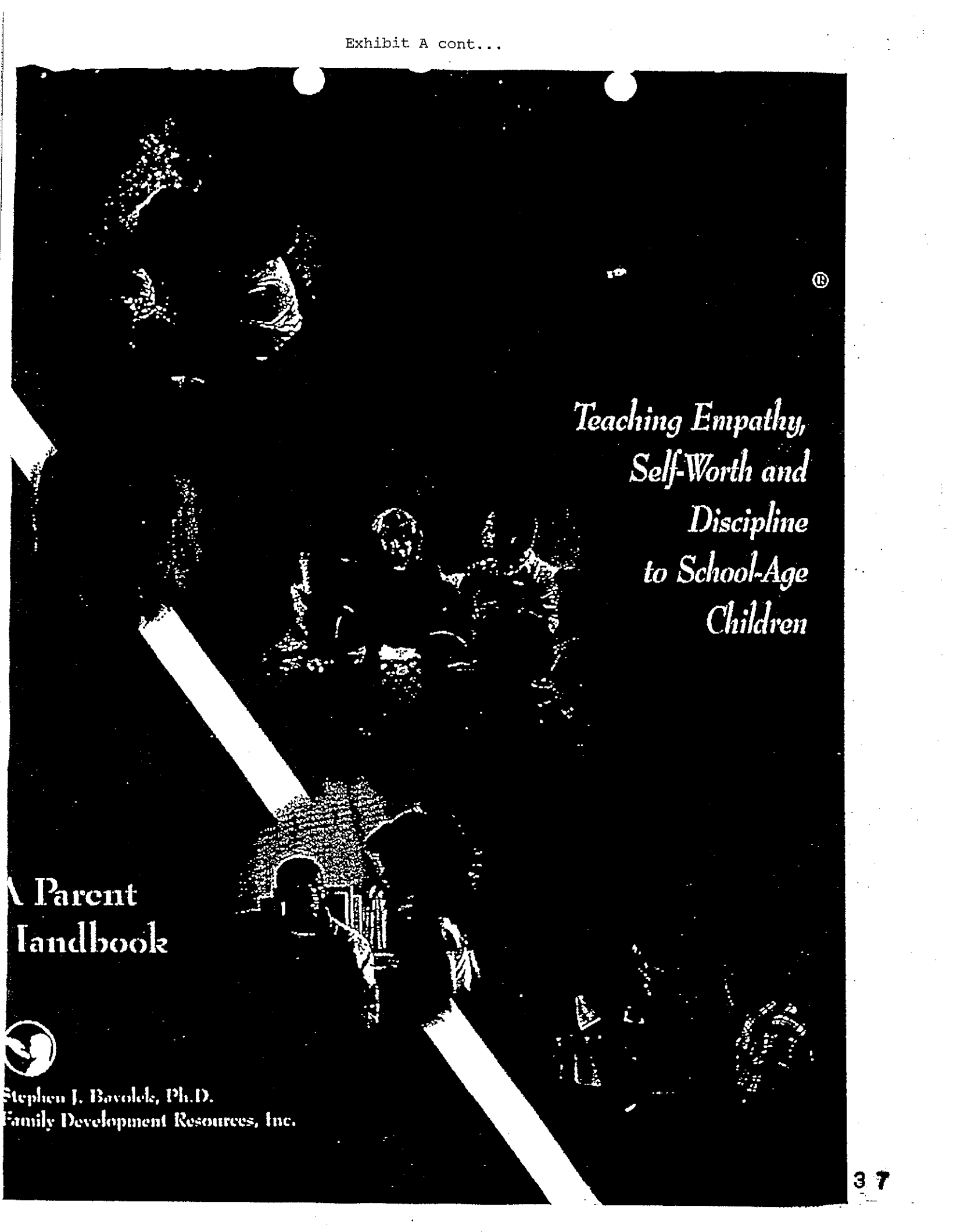


PARENT HANDBOOK

Stephen J. Bavolek, Ph.D. and Juliana Dellinger Bavolek, M.S.E.


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*Teaching Empathy,
Self-Worth and
Discipline
to School-Age
Children*

**A Parent
Handbook**



Stephen J. Bavolek, Ph.D.
Family Development Resources, Inc.

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NURTURING PROGRAM™ FOR PRENATAL FAMILIES

Parent Handbook

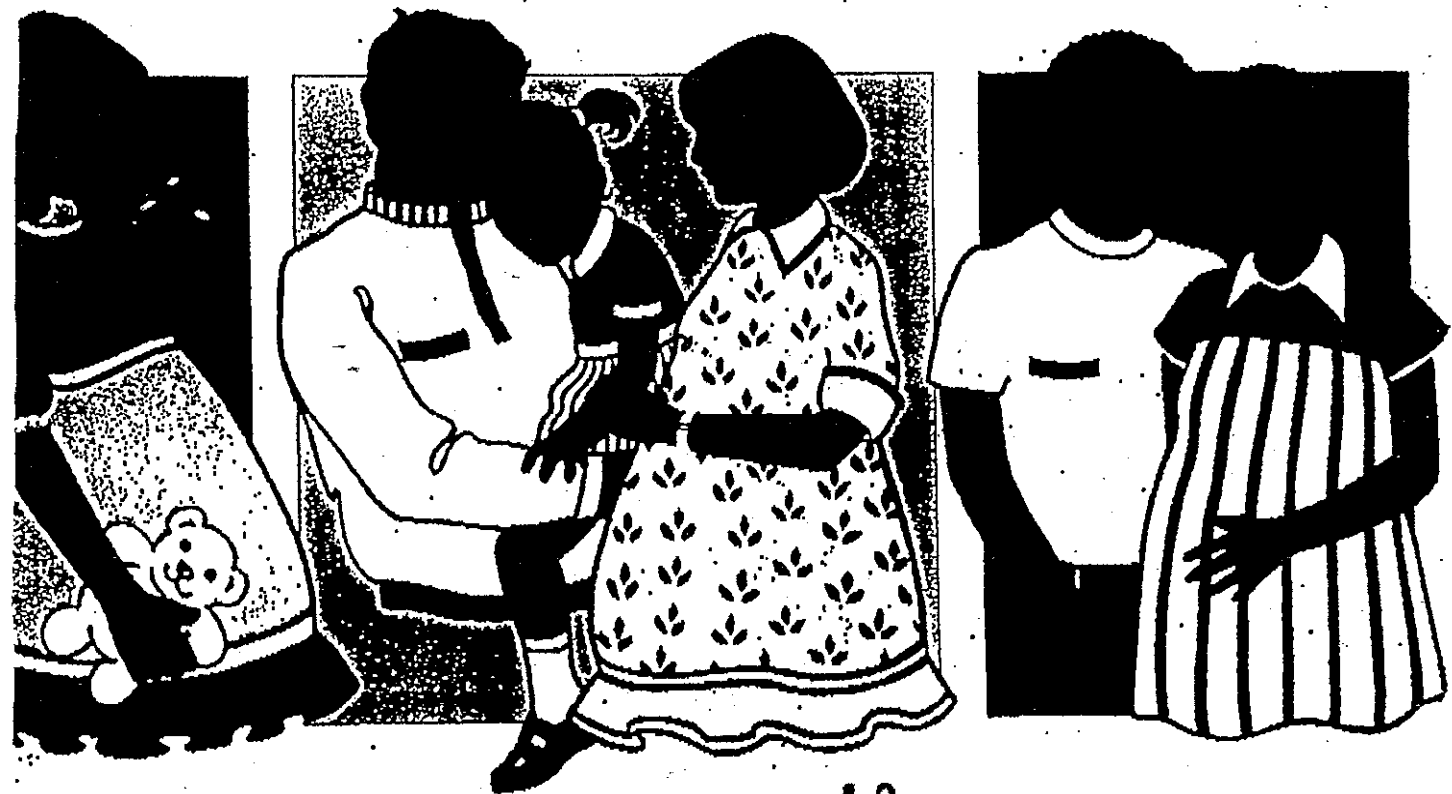


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SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee's Name/Organization

to have access to sensitive data through the use of computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's disciplinary standards and, in addition to departmental discipline, the commission of computer crimes may result in Federal and/or State felony criminal charges.

- By my signature, I acknowledge that I have received, read and understand the Computer Related Crimes Act, Chapter 815, F.S.
- By my signature, I acknowledge that I have received, read and understand Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- By my signature, I acknowledge that it is the policy of the Department of Children and Families that under no circumstances shall any contract employee be allowed access to IRS tax information.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the provisions in the Employee Handbook. The minimum department security requirements are:

- Personal passwords are not to be disclosed.
- Information is not to be obtained for my own or another person's personal use.

Print Employee's Name

Signature of Employee

Date

Print Supervisor's Name

Signature of Supervisor

Date

EXHIBIT E

CF OPERATING PROCEDURE
NO. 215-6

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES
TALLAHASSEE, November 1, 1998

Safety

INCIDENT REPORTING AND CLIENT RISK PREVENTION

1. Purpose. This operating procedure establishes departmental procedures and guidelines for identifying and reporting information related to client risk prevention and incidents as defined in paragraph 3.

2. Scope.

a. This operating procedure applies to all incident reporting and client risk prevention in Department of Children and Families programs and contract providers serving clients of the department.

b. The reporting procedures do not replace the abuse, neglect and exploitation reporting system. Regardless of their status as an event in client risk prevention, allegations of abuse, neglect or exploitation must always be reported immediately to the Florida Abuse Hotline and appropriate district human rights advocacy committees as required by law.

c. This operating procedure does not replace the investigation and review requirements provided for in CFOP 175-17, Child Death Review Procedures, nor is it intended to impede any district or program office's ability to assess statewide trends, establish policies and seek statutory changes, which improve client risk management.

d. It is the responsibility of all departmental personnel to promptly report all incidents in accordance with the requirements of these procedures.

e. For the purposes of this operating procedure, a licensed health care professional is defined as a person who is licensed to practice medicine pursuant to Chapter 458, Florida Statutes (F.S.); licensed to practice osteopathy pursuant to Chapter 459, F.S.; or licensed as a nurse practitioner pursuant to Chapter 464, F.S.

3. Definitions of Reportable Incidents.

a. Altercation. A physical confrontation occurring between a client and employee or two more clients at the time services are being rendered, or when a client is in the physical custody of the department, which results in one or more clients or employees receiving medical treatment by a licensed health care professional.

b. Client Death. A person whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families operated or contracted facility or service center; while in the physical custody of the department; or when a death review is required pursuant to CFOP 175-17, Child Death Review Procedures.

c. Client Injury or Illness. A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Department of Children and Families or contracted facility or service center, or who is in the physical custody of the department.

d. Elopement. The unauthorized absence beyond eight hours, or other time frames as defined by a specific program operating procedure or manual, of a child or adult who is in the physical custody of the department.

05/20/02

45

Contract No. HJL16

This operating procedure supersedes HRSR 215-6 dated July 1, 1994.

OPR: OSES

DISTRIBUTION: B

e. Escape. The unauthorized absence as defined by statute, departmental operating procedure or manual of a client committed to, or securely detained in, a Department of Children and Families mental health or developmental services forensic facility covered by Chapters 393, 394 or 916, F.S.

f. Other Incident. An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients who are in the physical custody of the department.

g. Sexual Battery. An allegation of sexual battery by a client on a client, employee on a client, or client on an employee as evidenced by medical evidence or law enforcement involvement.

h. Suicide Attempt. An act which clearly reflects the physical attempt by a client to cause his or her own death while in the physical custody of the department or a departmental contracted or certified provider, which results in bodily injury requiring medical treatment by a licensed health care professional.

4. Procedures.

a. Each district administrator will develop and implement a district operating procedure or protocols to:

(1) Establish the processes and time-lines for informing the district administrator and local human rights advocacy committees of reportable events. Some events may only need reporting monthly, quarterly or annually. Others may require short time lines due to the nature of the event.

(2) Establish a system for reviewing reportable events to determine what actions need to be taken, if any, to prevent future occurrences and a follow-up process to assure such needed actions are successfully executed. Each district shall have this system in place within 90 days of the effective date of this operating procedure.

b. Districts are to use existing program or facility required reporting protocols, forms and processes whenever possible to avoid duplication.

c. The district administrator or designee shall, as soon as possible but no later than the first normal work day following the occurrence, inform the secretary, deputy secretary and/or appropriate assistant secretary of all client deaths as defined in this operating procedure, and other reportable incidents which are likely to have adverse departmental impact or statewide media coverage. Information will, at a minimum, answer the following questions: who; what; when; and where.

(Signed original copy on file)

EDWARD A. FEAVER
Secretary

SUMMARY OF REVISED, ADDED, OR DELETED MATERIAL

This operating procedure was revised to remove references to juvenile justice, update the terminology and add procedures for reporting incidents to the local Human Rights Advocacy Committees.

Exhibit F

DISTRICT 8
MONTHLY MATCH
COLLECTION REPORT

Promoting Safe and Stable Families Grant 25% Match Report

DATE _____

DISTRICT 8

FOR THE PERIOD ENDING _____

Total Match Required for the District:

	Cash	In-Kind
Family Support	\$ _____	\$ _____
Family Preservation	\$ _____	\$ _____
Time-Limited Family Reunification	\$ _____	\$ _____
Adoption Promotion and Support	\$ _____	_____
Total match reported for this period	\$ _____	\$ _____
Total of both Cash and In-Kind Contributions		\$ _____

Comments

Prepared By: _____

Approved By: _____

BASIS OF VALUATION

Building/Space

1. Donor retains title:
 - a. Fair rental value – substantiated in provider’s records by written confirmation’s of fair rental by qualified individuals, e.g., Realtors, property managers, etc.
 - b. (1) Established monthly rental of space \$ _____
 (2) Number of months donated during the contract _____
 (3) Value to the project [b.(1) times b.(2)] \$ _____

2. Title passes to the provider:

Depreciation

- a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ _____
- b. Estimated useful life at date of acquisition _____ years
- c. Annual depreciation [a. divided b.] \$ _____
- d. Total square footage _____ sq. ft.
- e. Number of square feet to be used on Contract Number _____, _____ sq. ft.
- f. Percentage of time during contract period the project will occupy the building/space _____ %
- g. Value to project [e. divided d. times f. times c.] \$ _____

Use Allowance

- a. To be used in absence of depreciation schedule (i.e., when the item is not normally depreciated in the provider’s accounting records).
- b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and Maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to provider:
 - a. FMV at time of donation \$ _____
 - b. Annual value to project not to exceed [6 2/3% times a.] \$ _____

Goods/Supplies

Fair Market Value at time of donation.

Personnel Services

1. Staff of another agency:

Annual Salary	Number of hours	
2080	x to be provided	= \$ _____
2. Volunteer (indicate if volunteer is also an employee of provider)

Comparable (indicate if volunteer is also an employee of provider)	
Annual Salary	Number of hours
2080	x to be provided = \$ _____

Commitment of Donation

Promoting Safe and Stable Families Grant

TO: Organization
FROM: Donor Name
Address

The following _____ space, _____ equipment, _____ goods/supplies, _____ services, is/are donated to this organization for the period _____ to _____.

Description and Basis for Valuation:

<u>Family Support</u>	Value	Cash/In Kind
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
 <u>Family Preservation</u>		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
 <u>Time-Limited Family Reunification</u>		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
 <u>Adoption Promotion and Support Services</u>		
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total Value	\$ _____	_____

The above donation(s) is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it/they been previously purchases from or used as match for any state or federal contract.

(Donor Signature) (Date) (Provider Signature) (Date)

The department has reviewed the evaluation of the donated item(s) and has, in the space provided, indicated the valuation amount acceptable to the department for use in meeting a match requirement for Contract Number _____. Donated items are subject to disallowance should they be found to be a current or previous cost or matching item of a state or federal grant or contract.

Contract Manager District Date

**Child and Families Services Reporting Tool
(CFS Report Tool)**

Parent Education

District: ▼ Current Date: _____ Preparer: _____
 Reporting Month: Fiscal Year: ▼ Suncom: _____

Report for: ▼

Service Provider: **Lee County BOCC for Family Connection Center**

Service Description	Target Population	Children		Families	
		Carryover	New	Carryover	New
<input type="text"/> ▼	<input type="text"/> ▼				
<input type="text"/> ▼	<input type="text"/> ▼				
<input type="text"/> ▼	<input type="text"/> ▼				

Service Type: New this Fiscal Year
 Enhanced or Expanded
 Continuation

Is this service provided by a family resource center or full-service school?
 Yes No

Program/Service Duration: ▼

Optional:
 In-Home
 Out-of-Home

Funding Sources

Federal Sources	State Sources	Local Sources
<input type="text"/> ▼	<input type="text"/> ▼	<input type="text"/> ▼
<input type="text"/> ▼	<input type="text"/> ▼	<input type="text"/> ▼
<input type="text"/> ▼	<input type="text"/> ▼	<input type="text"/> ▼



Jeb Bush
Governor

Kathleen A. Kearney
Secretary

CERTIFIED MAIL 7000 1530 0001 2740 4189

June 14, 2002

Robert P. Janes, Board Chairman
Lee County Board of County Commissioner for
Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

Dear Mr. Janes:

Enclosed are three originals of your contract #HJL13.

Please sign, date and return all three copies to me as soon as possible. Once our District Administrator signs all copies, I will send you a fully executed original.

Thank you for the services your agency provides to our community. If you have any questions, please call me at 239/338-1407.

Sincerely,

Cherisse Brizendine
Senior Human Services Program Specialist

Enclosure

Cc: Lorna Kibbey, Senior Management Analyst Supervisor
Contract File

District Eight • P.O. Box 60085 • Fort Myers, Florida 33906-0085

The Department of Children & Families is committed to working in partnership with local communities to ensure safety, well-being and self-sufficiency for the people we serve.

03/19/02

CFDA No. 93556

Client Non-Client
Multi-District

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Lee County Board of County Commissioners for Family Connection Center hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

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

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

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

7. To include the aforementioned audit and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Paragraph I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, creed, color, disability, national origin, or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, creed, color, disability, national origin, or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

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

Q. Final Invoice

To submit the final invoice for payment to the department no more than 15 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

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

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$79,677.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

D. Notice

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2002, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Fort Myers, Florida, on June 30, 2003.

B. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) 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 U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Lee County Board of County Commissioners
for Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

2. The name of the contact person and street address where financial and administrative records are maintained is:

Susan Hedge Executive Director
Lee County BCCfor Family Connection Center
3406 Palm Beach Boulevard
Fort Myers Florida 33916

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

Cherisse Brizendine
Department of Children and Families
2295 Victoria Avenue
Fort Myers Florida 33901
(239)338-1407

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Susan Hedge, Executive Director
Lee County BCCfor Family Connection Center
3406 Palm Beach Boulevard
Fort Myers Florida 33916

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments, Attachment I,II,III and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.E. above.

IN WITNESS THEREOF, the parties hereto have caused this 53 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Lee County Board of County Commissioners for Family Connection Center.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: _____
NAME: Robert P. Janes
TITLE: Board Chairman
DATE: _____

SIGNED BY: _____
NAME: Mike Murphy
TITLE: District Administrator
DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal EID # (or SSN): VF65-0575098

Provider Fiscal Year Ending Date: 09/30

ATTACHMENT I

A. SERVICES TO BE PROVIDED

This contract will provide a Supervised Visitation Program for Lee County.

1. DEFINITION OF TERMS

a. Contract Terms

- (1) Attachment I** - That section of the contract containing the services to be provided, manner of service provision, method of payment and special provisions.
- (2) Amendment** - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)
- (3) Case Plan** – A written plan initiated by the Family Service Counselor and approved by the local judicial authority. It outlines the frequency of visits, family members approved for visitation (including non-family members who are important in the child's life), and the issues that must be addressed.
- (4) Contract** – An agreement between the department and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract, Program Specific Model Attachment I or Attachment I, plus all attachments or exhibits).
- (5) Contract Manager** – Either a department or provider employee designated by the contract signer to be responsible for the success of the contract. (The contract manager enforces performance of the contract terms and conditions and often serves as a liaison between the department and the provider.)
- (6) Contractual Services** – The rendering by a provider of their time and effort in providing specific services identified in the contract.
- (7) Department** - The Florida Department of Children and Families.

- (8) Unit Cost** – This is a method of payment used when the service provided will be broken down into one Supervised Visit.
- (9) District** – The Florida Department of Children and Families' territorial division pertains to a geographical service area.
- (10) Exhibit** – A document or material object added to the Program Specific Model Attachment I, or any other district specific attachment I.
- (11) FAHIS** – The Florida Abuse Hotline Information System.
- (12) Family** – Individuals, both adults and children, identified on a case plan who will receive services.
- (13) Family Service Counselor** – An employee of the Department of Children and Families initiating the referral to the provider.
- (14) Fiscal Year** – An accounting period of twelve months; July 1st through June 30th.
- (15) Fixed Price** – A payment method used when services can be broken down into unit costs (e.g., hours, client days), or a fixed fee (e.g., payment based on delivery of a complete service).
- (16) Invoice** - A standardized form used by the provider to request payment from the department.
- (17) Local Match** - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.
- (18) Method of Payment** – A payment specification includes the maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the department, and any special conditions pertaining to payment of contract invoices.
- (19) Provider** - An individual or organization contracted to provide services or materials to the department, in accordance with the terms specified in the contract.

b. Program or Service Specific Terms

(1) Abuse – Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes, or is likely to cause, the child's physical, mental, or emotional health to be significantly impaired. (For the purpose of protective investigations, abuse of a child includes the acts or omissions of the parent, legal custodian, caregiver, or other person responsible for the child's welfare. Corporal discipline of a child by a parent, legal custodian, or caregiver for disciplinary purposes does not, in itself, constitute abuse when it does not result in harm to the child.)

(2) Abuse Report – The initial report made to the Florida Abuse Hotline Information System (FAHIS) alleging maltreatment of a child by a parent, adult household member, or person responsible for the child's welfare.

(3) Acceptance of a Case – An act, in which the provider has met with the family, determined that the family meets the eligibility criteria, and has begun working with them.

(4) Alleged Maltreatment – An unconfirmed statement made by a reporter to the Florida Abuse Hotline Information System (FAHIS) of suspected abuse, neglect, abandonment, or threatened harm to a child.

(5) Child – Any person served by this contract who is under the age of eighteen.

(6) Family Services Counselor – Denotes a department worker who is in a professional position, such as a protective services counselor.

(7) Neglect – An occurrence in which a parent, adult household member, or other person responsible for a child's welfare or, in the absence of a parent, the person primarily responsible for the child's welfare, deprives a child, or allows a child to be deprived of, necessary food, clothing, shelter, or medical treatment, or permits a child to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired. (The foregoing circumstances shall not be considered neglect if caused primarily by financial

hardship, unless actual services for relief have been offered, and rejected by the persons responsible for the child's welfare.)

(8) No Indication – A determination made by an abuse investigator that no indicators of abuse, neglect, or threatened harm have occurred.

(9) Supervised Visits – Visits that are supervised by the provider's staff or the provider's volunteers who are trained to observe, monitor and intervene as deemed necessary between the children and their non-custodial parents/families.

(10) Therapeutic Supervision – Supervised visit for families presenting a higher risk for mental health and/or substance abuse issues, domestic violence, or resistance from the children. The visit is facilitated by staff who are licensed in a mental health profession and have at least three years experience in the fields of marriage and family, social work, psychology, child development and others as approved by the department.

(11) Program Orientation – One-on-one session with the parent (s) to explain the service, the number of approved visitation days per week, program guidelines and additional service components that are deemed necessary for the success of the visits. The orientation is considered the first scheduled supervised visit, but shall not reduce the visitation time between parent(s)/child(ren) during this particular visit.

(12) Verified – A determination made by an abuse investigator that the specific injury or harm to a child was the result of abuse, neglect, or threatened harm.

2. General Description

a. General Statement

The department believes that children in care must be in a safe, homelike, therapeutic environment for visitation with their families. The hours of visitation must be flexible to allow for more frequent visits than the department counselor can normally provide. Funding for this contract shall be utilized to provide supervised visitation. As required by this contract, the provider staff and volunteers shall remain where the child can be observed at all times and the conversation monitored. Staff/volunteers shall intervene as needed by providing support, setting

limits and making suggestions on nurturing and parenting techniques.

b. Authority

- (1) The authority and funding for department-referred supervision visitation and therapeutic supervision services are from the Omnibus Budget Reconciliation Act of 1993, which established Title IV-b, subpart 2 of the Social Security Act. The Family Preservation and Family Support Services Program was created by the Act. On November 19, 1997 the Adoption and Safe and Stable Families Act of 1997 (P.L. 105-89) was signed into law. The law amended Title IV-b subparts 1 and 2. The heading of Title IV-b subpart 2 was changed from "Family Preservation and Support Services" to "Promoting Safe and Stable Families." These services are identified as "Time-Limited Reunification" and are defined in section 431 (a) (7) and (8) of the Act.
- (2) The authority and funding for non-department referred supervised visitation are from the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, section 391.
- (3) Subsection 39.001(6), Florida Statutes, and Public Law 105-89.
- (4) The provider's staff and volunteers must comply with the screening requirements specified in Rule 65C-14.023(3), F.A.C. and Chapter 435 Florida Statutes, which shall include the submission of fingerprints in accordance with section 409.175, Florida Statutes.

c. Scope of Service

- (1) These services will be provided to parents and families in the following Florida counties: Lee.
- (2) The maximum length of service for each family will be 6 months. Extended services, beyond 6 months, shall be when reunification is the goal and must be approved by the department.

d. Major Program Goals

The Supervised/Therapeutic Visitation program is a time-limited reunification service. This program shall be made available to children in shelter care placement and referred by the department, Guardian ad Litem or the dependency court. Provider staff and volunteers, who will supervise visits, shall be trained to intervene and provide constructive redirecting toward appropriate parental behavior during the visits for the safety of the children.

The Supervised Visitation program will be available to families where reunification is not the identified case plan goal. The service is available to assist the child during the process of termination of parental rights into the pre-adoptive stage.

Time-limited family reunification services and activities are provided to children who are removed from their home and placed in foster care to facilitate the safe and appropriate reunification with the family. Family reunification services will be available and provided to the family members of a child when the goal is reunification. These services are available up to 6 months after a child is removed from the home. Review and rationale for continuation is to be completed by the provider and Family Service Counselor at six months into the program and submitted to the contract manager for approval. Where reunification is not the goal, the service is available for 6 months.

The goal of the Time-Limited Reunification program, is to provide permanency for children in the dependency system by increasing rates of reunification by the following measures:

- (1)** By providing a visitation program that is structured for education, training, and developing coping abilities of parents to reduce child abuse and/or neglect. The goal of the visitation program is to reunify the child with parents, relatives or adoptive parents, thus reducing the period of out-of-home care for the child.
- (2)** Through the frequency of visitation and consistency of the supervision, the child and family interaction and bond is strengthened between family members. Family reunification efforts are enhanced and supported.
- (3)** To strengthen positive parenting behaviors by mentoring birth parents of children in out-of-home care and teach them new interaction skills and appropriate parenting behaviors.

3. Clients to be Served

a. General Description

The Supervised Visitation program shall provide time-limited reunification services to the families who have children in out-of-home placements. The frequent nurturing visits will decrease the amount of time spent in out-of-home care by encouraging the family to maintain positive parent-child interaction/relationships to expedite the child's return home.

b. Client Eligibility

- (1)** Supervised Visitation services shall be provided to families referred by the department, Guardian ad Litem, or the dependency court.
- (2)** Children in the pre-adoptive phase of their permanency plan shall be eligible for visitation services under this contract.
- (3)** Transportation services to clients who demonstrate a need as determined by the providers program director. This service is intended to support the supervised visitation program.

c. Client Determination

The provider shall receive a completed referral with all the necessary documentation. The referral must be comprehensive and include the frequency of face-to-face visits, names, and relationship of all parties visiting with the children. These decisions shall be derived from the Family Service Case Plan, Family Service Counselor and as ordered by the court. The Family Service Counselor will document the visitation guidelines for each child by completing the information in **Exhibit A**, Family Safety Visitation Agreement.

d. Contract Limits

- (1)** This Supervised Visitation program shall be available in **Lee County**.
- (2)** Time-limited family reunification services and activities are provided to children who are removed from their home and placed in foster care to facilitate the safe and appropriate reunification with the family. Family reunification services will be available and provided to the family members of a child

when the goal is reunification. These services are available up to 6 months after a child is removed from the home. Review and rationale for continuation is to be completed by the provider and Family Service Counselor at six months into the program and submitted to the contract manager for approval. Where reunification is not the goal, the service is available for 6 months

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a. Task List

- (1)** The provider will accept telephone referrals to expedite the initiation of services. The referring agency shall forward the referral form to the provider within 48 hours of the telephone referral.
- (2)** The provider must respond to new referrals within 48 hours of receipts of the referral (exclusive of weekends and holidays) by telephone or face-to-face contact with the family. If the provider is unable to accept the case at the time of referral the provider may contact the referring departmental counselor as the first contact.
- (3)** The provider shall provide an intake interview/orientation with all new families to discuss the program policies and procedures. This intake shall be considered the first scheduled supervised visit to avoid any misunderstanding that might delay the progress during the visits.
- (4)** The provider's staff or volunteers shall supervise the visits and intervene as needed by providing support and setting limits.
- (5)** Visits may be cancelled or suspended when the adult's behavior has potential for serious physical or emotional risk to the child/children or individual supervising the visit.
- (6)** In the absence of any extenuating or mitigating circumstances, if a parent cancels or fails to attend three or more scheduled visits with his/her child, he/she shall lose the right to participate in the Supervised Visitation program. If this occurs,

documentation shall be maintained and provided to the referring agency.

- (7)** For all cases, at a minimum, the provider shall contact the Family Service Counselor/referral agency monthly, or, immediately following a problematic visit. These visits shall be documented in the case file. Unsuccessful attempts to contact the referral agency shall also be reflected in the case file.
- (8)** All cases being terminated by the provider must be staffed with the referring agency at least one week prior to closure. If such staffing by telephone or in person is not feasible, reason for decision must be documented in the case file.
- (9)** All cases closed, whether they are unsuccessful or successful in reuniting the family or recommended for unsupervised visits, shall have a closing summary sent to the Family Service Counselor/referral agency within one week of case closure with appropriate documentation in case file.
- (10)** The provider shall be responsible for developing an appropriate training curriculum that shall be provided to staff providing services. The curriculum shall, at a minimum, address an overview of the dependency system, confidentiality, how to identify signs of abuse and neglect, and techniques for the positive redirection/correction of inappropriate parenting behaviors. The program office must approve all developed curricula.
- (11)** The provider shall be responsible for adhering to all reporting requirements.
- (12)** The provider shall furnish written policies and procedures regarding admission and discharge criteria to the Contract Manager for approval within 30 days after contract initiation.
- (13)** The provider shall administer the Department Client Satisfaction Survey 6 months from the date of the first session with the family and document this in the client file. A confidential drop box can be made available to clients to drop their survey in after completion. Completed surveys are to be mailed to Tallahassee in the pre-addressed envelope provided by the department.

- (14)** The Supervised Visitation program is not a long term program. After twelve sessions, the progress of the services shall be evaluated by the referring agency and the provider. At the end of 3 months the Family Service Counselor is required to determine whether visitations are to continue in this setting. No family shall be supervised by this program for longer than 6 months without justification and the approval of the contract manager.
- (15)** The provider must provide demographic and client information data through the state-mandated 3MP Report , **Exhibit B**. Each child under 18 years of age, who is no longer enrolled and whose program duration exceeded three months must be included. The information shall be submitted each month to the contract manager; if there is no data to report this must be indicated on the invoice so as not to convey incomplete reporting.
- (16)** A Family Admission and Discharge Form, **Exhibit C**, must be submitted to the contract manager at the time of admission and discharge, this should accompany the monthly invoices. If there is no data to report this must be indicated on the invoice so as not to convey incomplete reporting.
- (17)** The Children and Family Services Monthly Report, **Exhibit D**, shall be submitted to the contract manager within 15 calendar days after the end of each month for the previous month. If there is no data to report this must be indicated on the invoice so as not to convey incomplete reporting.

b. Task Limits:

- (1)** The Supervised Visitation program is not a long term program. After twelve sessions, the progress of the services shall be evaluated by the referring agency and the provider. At the end of three months the Family Service Counselor is required to determine whether visitations are to continue in this setting. No family shall be supervised by this program for longer than 6 months without justification and the approval of the contract manager.
- (2)** The provider shall provide Supervised Visitation services targeting a minimum of 22 families over the contract period.

2. Staffing Requirements

a. Staffing Levels: The Provider shall hire and maintain staff to deliver the agreed upon services of this contract. Current staffing includes the following:

- (1) The minimum number of positions included in this contract shall be, one Program Supervisor. This position may be part-time or full-time depending on need.
- (2) The provider shall ensure that all employees and volunteers are trained and meet the service requirements stated in this contract. At a minimum, a sufficient number of paid/volunteer visitation monitors shall be available to ensure that each scheduled visit is monitored by at least one monitor.

b. Professional Qualifications:

The following minimum professional qualifications are required for staff positions:

- (1) Program Supervisor – A professionally trained individual with a bachelor level degree in human services or a related field with a minimum of three years of experience in the field of child protection or other related human services employment.
- (2) The provider shall ensure that all employees and volunteers receive a combined forty (40) hours of training within 90 days of hire, in child abuse and neglect; including detection, reporting, prevention, counseling, confidentiality requirements and how to handle emergencies during the visits. Twenty (20) hours of continuing education must continue each year thereafter. Employees may use college credit hours earned in child development, psychology, social work, and related subjects in lieu of agency in service. When this is appropriate, a copy of course curriculum must be placed in the employee's file. A minimum of twenty-five percent of the training shall be in domestic violence and substance abuse. All documentation of training shall be maintained in the employee/volunteer's personnel file.
- (3) The provider shall complete a local criminal records check on every employee and volunteer in accordance with section 39.001 (2)(b), Florida Statutes. These records shall be maintained in the employee personnel files. The provider and department agree that individuals who are found to have any criminal records must be

approved by the district administrator or his/her designee before they may begin or resume performing services to families.

c. Staffing Changes:

- (1) The contract manager will be notified by the provider in writing within five (5) working days of program staff changes or vacancies that would impact the delivery of services.

d. Sub-contractors:

There are no provisions for subcontracting.

3. Service Location & Equipment.

Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

The visitation site shall be a location that is mutually agreed upon between the family and provider and may take place at the providers location.

b. Service Times:

- (1) The hours of operation are designed to accommodate the schedules of children and their parents.
- (2) The provider shall ensure that sufficient staff are available to meet client needs.
- (3) The provider shall schedule visitation during non-working hours (i.e. weekends, after 5 p.m.).

c. Changes in Location:

The Provider shall notify the contract manager in writing at least thirty calendar days in advance of any change in administrative office street

address, facsimile number and telephone number.

d. Equipment

The provider shall furnish all equipment and supplies required for the provision of services.

4. Deliverables

a. Service Units

- (1) For a Supervised Visitation unit of service is defined as one, 90 minute supervised visitation for a child and family not including travel time. If court-ordered visits are more than 90 minutes in duration, documentation must be filed in the client record.
- (2) The provider shall not be reimbursed for scheduled visits when the parent either cancels or fails to show. The provider shall cancel the visit if the family member fails to attend within (20) minutes of the scheduled time.

b. Documentation

- (1) The Provider shall maintain a separate files for each family served, employees, and volunteers. The provider shall maintain documentation for families served and employees and volunteers in the following manner:
 - (a) A copy of the written referral documenting that the family met the eligibility criteria.
 - (b) A log of contacts documenting the date, time and description of all telephone, face-to-face and collateral contacts made with the family members, referring Family Services Counselor and others as they relate to the family. The contact log must include the date and time of contact, type of contact, and who was contacted.
 - (c) Copies of Family Service Plans, contact summaries, notes, correspondence, termination summary reports, and any provider-administered client satisfaction survey results.
 - (d) Each visit shall be documented on a separate visitation form. This form shall clearly document the following

information: the name of the child and all relatives taking part in the visitation (and any others authorized to attend visits); the name of the Family Visitation Supervisor or Specialist present at the visit; date of the visit; beginning and ending times of visit; the progress made by family in goal attainment; supervision, including visit observations and positive redirection of parenting behaviors offered by staff.

(e) Documentation of progress of service shall be sent to the referring counselor or other referral source monthly, and at termination.

(2) The Provider shall maintain a separate personnel file for each employee or volunteer. The personnel file shall include, but is not limited to, the following documentation.

(a) Pre-service training by subject of training, date of training and number of hours of training for each individual training session.

(b) In-service training by subject of training, date of training, and number of hours of training for each individual training session.

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

(d) Employment screening result.

c. Reports

Report Title	Reporting Frequency	Report Due Date	#of Copies	DCF Office to receive report.
Invoice	Monthly	15 days after the end of each month	1	Contract Manger
3MP Report	Monthly	15 days after the end of each month with invoice	1	Contract Manger
Monthly Services Report	Monthly	15 days after the end of each month	1	Family Services Counselor
Admission/Discharge Form	Monthly	15 days after the end of each month with invoice	1	Contract Manger
Match report	Monthly	15 days after the	1	Contract Manger

		end of each month with invoice		
Policy and Procedures	Annually	30 days after execution of contract	1	Contract Manger
Data Information	Monthly	15 days after the end of each month	1-disk	Mission Support and Planning office.
Access and Visitation Statistical Report	Monthly	15 days at the end of the month	1	Contract Manager
Incident Reports	Immediately	With in 24 hours of incident	3	District Administrator, Contract Manager, Program Office
Children and Family services (CFS)Reporting Tool	Monthly	15 days at the end of the month	1	Contract Manager
Children and Family services annual report	Annually	30 Days after the end of this contract.	1	Contract Manger
Rejected Client Report	Monthly	15 days at the end of each month	1	Contract manger

- (1) Reports shall be submitted with the invoice no later than 15 days after the end of the month, if the monthly reports are not received by the department; payment for the current month will not be processed until compliance is met.
- (2) Delivery of reports is not construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such.
- (3) The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract.
- (4) The Department, at its option, may allow additional time for the provider to remedy the objections noted by the Department; or the Department may, after giving the Provider a reasonable opportunity to make the report complete, adequate, or acceptable, declare this contract to be in default.
- (5) The Provider will report on activities on the Child and Families

Services Reporting Tool, **Exhibit D**. The report will include data on the number of new families served, the number of carry over families, the number of new children served and the number of carry over children. Funding sources will also be reported. This information will be reported to the contract manager on a monthly basis and included with the monthly invoice.

- (6)** The Provider shall submit Children and Family Services Annual Report, **Exhibit L** to the contract manager within thirty days following the end of the contract period. This report must include the following: program name, reporting period, summary of major events, services, activities and accomplishments to promote child abuse and neglect prevention, population served, number of families and children, and duration of services provided.
- (7)** The provider shall be responsible for gathering and reporting the required information with the Visitation and Access Monthly Statistical Report, **Exhibit E**, and included with the monthly invoice.
- (8)** The provider shall submit a final expenditure report for the program to the contract manager no later than 7/31/03 for the period covering 07/01/02-06/30/03
- (9)** The provider shall submit a completed Match Certification Form, **Exhibit F1, 2, 3**, as specified in paragraph C. Reports, with monthly invoices.
- (10)** Monthly summary reports shall be sent to the referring Family Service Counselor documenting all progress or problems during visitations.
- (11)** For audit purposes, the provider shall maintain written records of all referrals rejected or accepted by the program. Documentation of rejected referrals shall briefly state the reason the case was not accepted. This information shall be submitted to the contract manager monthly. The provider is responsible for the development of this form. A copy of this form will be maintained in the contract file.

5. Performance Specifications (Outcomes and Outputs)

a. Performance Measures:

- (1)** Pursuant to Chapter 20, F.S., client outcome measures are required in all contracts with the department for the provision of client services under the jurisdiction of the Department of Children and Families. The provider shall work with the department to ensure the reliability of client data collected through established reporting formats appropriate to the program.
- (2)** The provider shall be required to report data on established programmatic and client outcome objectives. The purpose is to provide data that will measure program effectiveness at case closure and at intervals of 6, 12 and 18 months, following case closure. The following are the minimum core standards adopted by the department.
 - i.** At least **95%** of the children served will not be re-abused while participating in the Supervised Visitation Program.
 - ii.** At least **100%** of visitations will occur without any physical altercation between visitation participants.
 - iii.** At least **95%** of clients will be satisfied with services based upon responses to the Department Client Satisfaction Survey. The provider will administer the Department Client Satisfaction Survey to a representative sample of clients in accordance with the table provided below. The surveys shall be distributed 6 months after admission. A confidential drop box can be made available to clients to drop their survey in after they have completed it. The provider will submit the completed surveys to the appropriate department by using the pre-addressed envelopes provided by the contract manager.

b. Description of Performance Measurement Terms:

- (1)** Some indication of child maltreatment – Determination made by an abuse investigator that there were some indicators that abuse, neglect, or threatened harm occurred.
- (2)** Verified Child Maltreatment – Determination by an abuse investigator that the specific injury or harm was the result of abuse, neglect, or threatened harm.
- (3)** No Indication – A determination made by an abuse investigator that there were no indicators that abuse, neglect, or threatened harm

occurred.

(4) Satisfaction – Determined by calculating a percentage of client responses that “agree” or “strongly agree” with the survey question, “Overall, I am satisfied with the services that I received.”

(5) Trigger Points – The appropriate points in time or service that a client shall be given the Department Client Satisfaction Survey to complete, for example, at recertification, six months after admission, case closure, or at some other point. The department will determine trigger points for each affected client group, and contract managers will provide the information to the provider. Providers who caseloads are less than 150 clients must survey all clients who reach their trigger point, but are exempt from having to obtain a minimum number of returns.

(6) Minimum number of returns – The following table identifies the minimum numbers of clients for which completed surveys are required in order to report results for the provider’s annual caseload at the ninety percent (90%) confidence level, with a five percent (5%) error rate.

Sample Sizes for Contract Providers Fiscal Year 2002 – 2003	
Number of Clients Served in the Fiscal Year (who will hit their trigger point once during the year)	Required Minimum Returned
Less than 150	Must survey all clients who reach their trigger point, no minimum
150-200	115
201-250	130
251-300	143
301-350	153
351-500	176
501-750	199
751-1,000	213
1,001-1,500	229
1,501-2,000	238
2,001 and over	250

(7) Physical altercation - any forceful and abrupt physical contact.

(8) Case Closure – a term indicating that the supervised visitation for a client is no longer required. Case closure prior to 6 months must be approved by the Family Services Counselor. Supervised visitation will be terminated after 6 months unless there is written approval from the contract manager for visitation extension. The request for visitation extension must be received by the contract manager at least (2) weeks prior to the initial 6 month termination date.

c. Performance Evaluation Methodology:

(1) The provider will administer the Department's Client Satisfaction Survey to a representative sample of clients in accordance with the instructions listed at:

http://www5.myflorida.com/cf_web/myflorida2/healthhuman/publications/doc/satsurv/documents/generalinstructions2000.htm

(2) By execution of this contract, the Provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to two months for the Provider to achieve compliance with the standards. If the Department affords the Provider

an

opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuation or mitigating circumstances is the exclusive determination of the department.

(3) The provider agrees to participate in an evaluation of the program to the extent provided by law and as required by the department. Participation in the evaluation may involve the collection of demographic data on families served as well as families which, though eligible and referred for services, were not served due to full provider caseloads.

(4) Compliance with the performance measures will be determined as follows:

i. Re-abuse (5.a.(2),i.) is equal to:

Total # of children not abused during supervised visitation
Total # of children seen for visitation

ii. **Physical Altercation (5.a.(2),ii.)** is equal to:

Total # visitations without incidents of with physical altercation
Total # of visitations

iii. **Client Satisfaction Survey (5.a.(2), iii.)** is equal to:

Total # of satisfied clients
Total # of Surveys returned

6. Provider Responsibilities:

a. Provider Unique Activities

(1) The provider agrees that any earnings realized by the provider as a result of contract related and supported activities or income from the sale of assets purchased with contract funds, shall be reported to the department and shall not be expended without prior written approval of the department.

(2) The provider agrees that any donations received shall be used either to expand program activities or used as stipulated by the donors.

b. Coordination with Other Providers/Entities:

(1) The Provider shall make referrals to other community agencies and programs and work cooperatively with those programs to provide necessary services for the families being served.

(2) Failure of other providers or entities does not alleviate the provider from any accountability for task or services that the provider is obligated to perform pursuant to the contract.

7. Department Responsibilities

a. Department Obligations:

- (1) The Department shall assure that the provider will receive timely and adequate responses to all requests regarding this contract.
- (2) The Department shall be available for technical assistance.
- (3) The Department shall inform the provider of the status of their performance measures on a regular basis.

b. Department Determinations

- (1) Determination of compliance with programmatic and client outcome measures rests with the Department.
- (2) The Department reserves all rights to approve or disapprove any conditions relating to this contract.
- (3) The Department has final authority in monitoring, reporting and payment of disputes.

c. Monitoring

- (1) The monitoring will be conducted in accordance with existing departmental procedures (CFOP 75-8).

C. Method of Payment:

1. This is a fixed price (unit cost) and a cost reimbursement contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$79,677.00, subject to the availability of funds.
2. **Fixed price (unit cost)**
 - (a) For Supervised Visitations, the provider shall be reimbursed **\$75.00** for each ninety (90) minute visit. Supervised visits that last longer than the ninety (90) minutes shall be reimbursed at the rate of **\$12.50 per fifteen (15) minutes** of supervised visitation service and rationale shall be documented in the case file. Any visit for less than 90 minutes must be invoiced by fractional quarter hours, and the rationale for such visits must be documented in the case file.
 - (b) The fixed price (unit cost) portion of this contract shall pay the provider

for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$77,677.00 subject to the availability of funds.

3. Cost Reimbursement

- (a) This is a cost reimbursement contract. The department shall pay the provider for the delivery of travel services provided in accordance with the terms of this contract for a total dollar amount not to exceed \$2,000.00, subject to the availability of funds. The maximum amount reimbursable per mile is \$0.29.
- (b) The provider shall be reimbursed for all transportation of clients. Transportation shall be documented on a State of Florida Voucher for travel expenses **Exhibit I**, and be submitted monthly with the invoice. The name of the client shall coincide with each transportation episode.

4. Invoice Requirements

- a. The Provider shall request reimbursement for the fixed price portion of this contract on a monthly basis through submission of a properly completed invoices, **Exhibits G**, within 15 days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. Invoices shall be submitted monthly and contain the following information: family identifier number, family surname, dates of service, number of units provided to each family, and reimbursement requested.
- b. For the cost reimbursement portion of this contract the provider shall submit all travel expenses, on department travel voucher, Form C-676 (State of Florida Voucher for Reimbursement of Traveling Expenses) provided in **Exhibit I** must be submitted with each monthly invoice. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.

5. Match

The provider is required to provide a match of **\$18,089.62** from a local source. The provider's failure to meet the match requirement shall result in a pro-rata reduction of the department's funding. The provider shall submit a completed Match Certification Form, **Exhibit F1, 2, 3**, with monthly invoices.

D. SPECIAL PROVISIONS

1. Computer Related Crimes

In addition to the Security Obligations clause found in the Standard Contract, the provider shall comply with Chapter 815, F.S., Computer Related Crimes.

2. Systems Management Security

In accordance with the Department of Children and Family Services Operating Procedure 50-6, entitled systems management security. Each employee working under this contract with access to data through computer related media must read and sign the Security Agreement Form CF-114, **Exhibit J**, and a copy placed in the employee personal file.

3. Accessibility of Meetings to Handicapped Persons:

Any meeting, conference, workshop, hearing, training session, seminar, or other similar functions sponsored by the department, either as sole sponsor or in conjunction with other agencies, whether such functions are open to the public, designed for department staff, or limited by invitation, must be scheduled in an accessible facility. This includes any training done through contracts.

4. Medicaid Billing

The department and the provider specifically agree and acknowledge that the Medicaid Program is the payor of last resort and:

a. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by other liable third party, and

b. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable

third party, and

c. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor, and

d. The provider shall identify and report Medicaid earnings separate from all other fees, and

e. Medicaid earnings cannot be used as local match, and

f. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations, and

g. In no event shall both Medicaid and the department be billed for the same service.

h. The provider agrees to continue pursuing final approval to become a Medicaid provider and agrees to complete this process in a timely manner.

4. Incident Reporting

The provider agrees to submit incident reports to the contract manager within 24 hours of an incident occurring, by using the reporting form in **Exhibit H, Unusual Incident Report**. The provider also agrees that the format of the report and the procedures for submitting and tracking these reports will be in accordance with the district operating procedures, which are based on CFOP 215-6.

5. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation

Disadvantaged, if public funds provided under this contract will be used to transport clients.

6. Information Systems

The provider agrees to follow the guidelines established in **Exhibit K** that outlines the HomeSafenet Information System requirements.

7. Financial Penalties

If this is a contract for services, a corrective action plan may be required in the event of noncompliance, nonperformance or unacceptable performance. During the period of noncompliance, nonperformance or unacceptable performance, and absent extenuating circumstances, and depending upon the nature of the noncompliance, nonperformance or unacceptable performance, a financial penalty of 10%, 5%, or 2% may be imposed pursuant to Rule 65-29.001 F.A.C. The deadline for payment shall be as stated in the Order imposing the financial penalty and in the event of nonpayment the Department may deduct the amount of the penalty from the invoice(s) submitted by the provider.

8. List of Exhibits:

- a. **Exhibit A**, Family Safety Visitation Agreement
- b. **Exhibit B**, 3MP Report
- c. **Exhibit C**, Admission and Discharge Form
- d. **Exhibit D**, CFS Report Tool
- e. **Exhibit E**, Access and Visitation Statistical Report
- f. **Exhibit F1,2,3**, Match Report
- g. **Exhibit G**, Invoice Supervised Visitation
- h. **Exhibit H**, Unusual Incident Report Form and CFOP 215-6
- i. **Exhibit I**, Travel Form and Instructions
- j. **Exhibit J**, CF-114 Security Agreement Form

k. Exhibit K, Information Systems

l. Exhibit L, Annual Report