

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 Partnership for Strong Families, Inc., 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(11), 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 IV. 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) and section 101 of the Immigration Reform and Control Act of 1986. 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.

D. Audits, Inspections, Investigations, 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 six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation 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 Section 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 V and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (section 20.055, F.S.).

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

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. That to the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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 by the provider 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, in whole or part, 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 and any interest attributable to such funds 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, (800) 643-8459.

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 (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

2. To complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

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 at least 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 45 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies 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. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

U. 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, as that term is defined in subsection 768.28, F.S., 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.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. 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.

W. 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 provide the latest departmental security awareness training to its' staff and subcontractors.
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.

X. 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.

Y. 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.

Z. Health Insurance Portability and Accountability Act

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

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

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 \$78,896,955.00 or the rate schedule, 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 Chief Financial Officer 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 Financial Services. The duties of this office are found in subsection 215.422, 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) 413-5516.

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, 2008, 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 Gainesville, Florida, on June 30, 2011.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. 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), Florida Administrative Code. 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.

D. 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.

E. 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:

Partnership for Strong Families, Inc.

515 North Main Street

Gainesville, FL 32601

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

Amanda Gray

Director of Finance and Administration

515 North Main Street

Gainesville, FL 32601

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

Melissa Walker

P.O. Box 390, IO Box 3

Gainesville, FL 32602-5047

(352) 955-5123

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

Steven J. Murphy

Chief Executive Officer/President

515 North Main Street

Gainesville, FL 32601

352-244-1504

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.

F. All Terms and Conditions Included

This contract and its attachments, I, II-A, II-B, II-C, III, IV, and V 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. F. above.

IN WITNESS THEREOF, the parties hereto have caused this 46 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Partnership for Strong Families, Inc.

Signature: 

Print/Type Name: Steven J. Murphy

Title: Chief Executive Officer/President

Date: 6/26/08

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 

Print/Type Name: Ester S. Tibbs

Title: Circuits 3 and 8 Administrator

Date: 6/30/08

STATE AGENCY 29 DIGIT FLAIR CODE: N/A
Federal Tax ID # (or SSN): 03-042315

Provider Fiscal Year Ending Date: 06/30

Attachment I

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Contract Terms

- 1) Cost Allocation Plan - A narrative description of the procedures that the provider shall use in identifying, measuring and allocating all costs incurred in support of child welfare programs/services administered or supervised by the provider.
- 2) Department Website - The department's website is linked at:

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

Specific documents that are incorporated by reference in this contract can be obtained on that website. The dated documents posted on this website may not be modified unless both parties agree through formal amendment to this contract. The undated documents posted on this website under "Fiscal Attachments" are administrative forms that are frequently updated. The current version of the form is posted for use.

- 3) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 4) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 5) Lead Agency - The not for profit or governmental community-based care provider responsible for coordinating, integrating and managing a local system of supports and services for eligible children and their families. The lead agency is also referred to as the provider.
- 6) Master Trust Fund - Either the department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is held in trust, administered and disbursed for the benefit of the client in accordance with sections 402.17 and 402.33, Florida Statutes, the Declaration of Master Trust and Chapter 65C-17, Florida Administrative Code. Funds for the client's needs will be disbursed by the department or the lead agency, as Trustee, in accordance with sections 402.17 and 402.33, F.S.

- 7) Quality Assurance – A process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, reported and acted upon.
- 8) Quality Improvement – A process that ensures all levels of staff have input into the ongoing design and enhancement of service provision and administrative functions.
- 9) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

b. Program or Service Specific Terms

- 1) Adoption Exchange- A mechanism for linking adoptive family resources with children needing adoptive placement. The Florida Adoption Exchange serves the department, its community based partners, and all licensed adoption agencies in Florida.
- 2) Adoption Services- Services needed to move a child from temporary placement in a relative, non-relative or foster home, to permanent, legally finalized placement with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision of services needed to sustain the adoption prior to and following legal finalization of the adoption.
- 3) Diversion Services- Community-based services targeted to children and families who have experienced abuse and neglect or are at-risk, yet can be safely maintained in the home without judicial intervention. These services provide the support and hands on training that will ensure child safety by seeking to alleviate family stressors and strengthen parental competencies and child-rearing abilities.
- 4) Florida Safe Families Network (FSFN) - The State Automated Child Welfare Information System (SACWIS) for the state of Florida. FSFN is the electronic record for each case. It contains information regarding a particular child and his or her family.
- 5) In-Home Services – The array of services provided to children and their families or caregivers while remaining in their own homes.
- 6) Integrated Child Welfare Services Information System (ICWSIS) - This statewide system captures data and tracks placements, overcapacity foster homes, licensing activity, and provider payments. It creates data fields for upload to the Child Welfare Vouchering System, the system providing the federal funding audit trail.
- 7) Interstate Compact on the Placement of Children (ICPC) – A cooperative agreement among member states (all 50 states, Washington D.C. and the Virgin Islands) that provides a process through which children are placed in safe and suitable homes in a timely manner; and facilitates supervision of the placement, provision of services, continuing legal jurisdiction for placement and care of the child until child is adopted, emancipated or discharged from out of home care with the concurrence of both the

sending and receiving states.

- 8) Out-of-Home Services – The array of services provided to children and their families or caregivers for children who are placed outside of their homes.
- 9) Placement Services - The array of services required to ensure safety, permanency and well-being for children removed from their families. This includes appropriate study, licensure and/or approval of families/facilities for placement as well as provision of services to achieve the court approved permanency goal. These services shall be provided in accordance with federal and state laws and funding sources.
- 10) Prevention Services - Social services and other supportive and rehabilitative services provided to the parent or legal custodian of the child and to the child for the purpose of averting the removal of the child from the home or disruption of a family which will or could result in the placement of a child in foster care or require a nonshelter dependency petition. Social services and other supportive and rehabilitative services shall promote the child's physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible
- 11) Program Improvement Plan- The federally required plan if any state is found to be out of conformance on any one of the seven outcomes or seven systemic factors subject to the Child and Family Services Review (CFSR).
- 12) Special Condition - A situation that does not meet the legal definitions of abuse, neglect, or abandonment but which requires intervention services by the provider. Such situations include those described in Rule 65C-30.001(132), F.A.C., or cases involving child on child abuse.
- 13) System of Care – A comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being and permanency. The necessary components and relationships are depicted in Exhibit C, System of Care Overview.

2. General Description

a. General Statement

The provider shall deliver foster care and related services pursuant to s. 409.1671, F.S., and prevention services, pursuant to s. 20.19, F.S., while ensuring each child's safety, well being, and permanency.

b. Authority

- 1) Section 409.1671, F.S., authorizes the department to contract for foster care and related services.
- 2) Section 20.19, F.S., authorizes the department to contract for prevention services.

c. Scope of Service

The provider shall deliver a comprehensive array of foster care and related

services to eligible children and families in the following counties: Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union. Pursuant to s. 409.1671, F.S., these services include, but are not limited to: family preservation, independent living, emergency shelter, residential group care, foster care, therapeutic foster care, intensive residential treatment, foster care supervision, case management, post-placement supervision, permanent foster care, and family reunification. Additional services include prevention and adoption services.

d. Major Program Goals

The provider shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

3. Clients to be Served

a. General Description

Services are provided to children and families who are in need of child abuse and neglect prevention or child protection and permanency services.

b. Client Eligibility

Clients eligible for service under this contract shall be determined in accordance with the provisions of: s. 409.175, F.S., and Chapters 65C-13 through 65C-16, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

c. Client Determination

The department shall make the final determination as to client eligibility for services.

d. Contract Limits

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

B. MANNER OF SERVICE PROVISION

1. Service Task List

a. Task List

- 1) The Lead Agency shall deliver a community-based System of Care including a comprehensive array of foster care and related services. The departmentally approved System of Care is incorporated herein by reference and maintained in the contract manager's file. The Lead Agency shall submit any proposed revisions to the System of Care to the department's contract manager for approval prior to implementation.
- 2) The Lead Agency shall develop and maintain an approved Quality Management Plan including both quality assurance and quality improvement activities. The approved Quality Management Plan is incorporated herein by reference and maintained in the contract manager's file. The Lead Agency shall conduct quality assurance reviews

in accordance with the departmentally approved Quality Management Plan. If the department's quality assurance review does not validate the results of the Lead Agency's quality assurance findings, or if the level of performance does not support the department in achieving established statewide goals, the Lead Agency shall develop countermeasures designed to resolve the identified area of concern. The Lead Agency shall submit any proposed revisions to the Quality Management Plan to the department's contract manager for approval prior to implementation.

- 3) The Lead Agency shall develop and maintain a departmentally approved Risk Management Plan, which is incorporated herein by reference and maintained in the contract manager's file. The risk management plan shall consist of systematic monitoring activities and reviews to collect data for complete trend analysis. Monitoring is intended to ensure early identification of potential risks. The Lead Agency shall evaluate probability and impact of risks, develop mitigation strategies, track and report status and implement countermeasures as necessary. The Lead Agency shall submit any proposed revisions to the Risk Management Plan to the department's contract manager for approval prior to implementation.
- 4) The Lead Agency shall comply with all state laws and rules and federal laws and regulations. The department's authority and requirements references are included in the **"Community-Based Care Authority and Requirements Reference Guide"** (dated 08/15/07), which is incorporated herein by reference and maintained on the department's website.
- 5) The Lead Agency shall develop and maintain operating procedures to support administrative, financial, and programmatic activities in accordance with the above referenced **"Community-Based Care Authority and Requirements Reference Guide"**.
- 6) Prior to implementation, the Lead Agency shall receive departmental approval for its revisions to operating procedures or policy that affect the department's implementation of the State Plan or affect the requirements of any federal funding source that supports the contract.
- 7) The Lead Agency shall conduct activities related to information systems in compliance with the **"Community-Based Care Information System Requirements"** (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website.
- 8) The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The Lead Agency shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset the increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the circuit to offset that increase in cost, the department

and the Lead Agency agree to seek additional funding, via the shared risk pool, if available, or through any other available avenue of revenue, including the Florida Legislature.

- 9) The provider shall develop and submit a cost allocation plan to the department for approval in accordance with 45 CFR Part 95. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department's website. Any amendments to the approved cost allocation plan must be approved in writing by the department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:
 - a) Describe the procedures used to identify, measure and allocate all costs to each of the programs/services operated or supervised by the provider.
 - b) Conform to the accounting principles and standards prescribed in Office of Management and Budget Circulars A-87 and A-122, and other pertinent department regulations and instructions relating to the plan.
 - c) Be promptly amended, submitted and approved by the department if any of the following events occur:
 - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
 - (2) The provider or department discovers a material defect in the cost allocation plan.
 - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.
 - d) If a provider has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 10) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings and avoid federal financial penalties. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.
- 11) Comply with ss. 409.175(16), F.S., regarding the confidentiality of information concerning foster parents.
- 12) The provider shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, 175-29 and 175-59. Additionally, the provider and its subcontractors shall ensure that client eligibility records are maintained according to the department's records

retention schedule and be made available for federal and state audits.

- 13) Within 6 months of the execution of this contract, the Lead Agency agrees to submit a proposed Contingency Transition Plan, to be agreed upon by both parties, that includes all components described in "**CBC Termination Contingency Transition Plan**" (dated 07/01/07), which is incorporated herein by reference and is maintained on the department's website. The provider agrees to update and submit the transition plan 6 months prior to any contract ending date including ending dates that proceed renewal periods.
- 14) The provider agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in "**Community-Based Care Lead Agency Standards for Independent Living Transitional Services**" (dated 07/01/07) which is incorporated herein by reference and maintained on the department's website.
- 15) The provider agrees to deliver support services to adoptive families to include services leading to legal finalization of the adoption. Examples include assessment for needed services and supervision of the child in the adoptive home, referral to appropriate mental health and behavioral management services, and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18 and cannot be altered unless there is a concurrence of the adoptive parents.

b. Task Limits

1) Service responsibility for increase in new clients.

In the event there is a 10% increase in either the number of new in-home services clients or new out-of-home services clients, the department will initiate a review per section B.1.f.3). The initiation or outcome of the review has no impact on the provider's obligation to serve all children eligible for services under this contract. A new client is defined as a child that has not been active with the provider in Florida Safe Families Network within the previous 12 months.

2) Performance contract utilization level. Estimates for number of children to be served are based upon a projection of clients served both in-home and out-of-home. In certain cases, providers may serve more cases than have been projected. In circumstances where factors outside the provider's control may influence an increase in referrals for both in-home and out-of-home services, the provider may be eligible for additional funds. Such adjustments are negotiable only in those instances where:

- a) service utilization increases can be linked to circumstances outside the provider's control; and
- b) the provider is able to document that the provider has used all funds

appropriated by the legislature and received for prevention and diversion purposes.

- 3) **Shared risk for service utilization.** Because providers are required to provide appropriate child welfare services to all eligible children and families, the department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the department. Specifically, the department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:

- a) Review. At minimum, this review will include: (1) the total number of reports with verified and some indicators from at least the last two proceeding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and some indicators; and, (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and some indicators.
- b) Capacity. The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
- c) Determination. Upon examination of the data outlined in the review process, along with any other relevant information, the department will render a determination as to whether or not the provider has experienced an increase in service utilization which is either: (1) a function of the department's managed child protection performance; (2) a function of some other external factor (e.g. media event, judicial actions, drug epidemic); or, (3) a function of provider managed service performance.
- d) Potential actions. In those instances where service utilization for in-home and/or out-of-home care is a result of the department's managed child protection performance, the department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of some other external factor, and until such time as the risk pool falls under external management pursuant to ss.409.1671(7)(b), F.S., the provider may request that the department examine the feasibility of accessing available "risk pool" resources. In those instances where increased service utilization is a function of provider management, the provider is expected to assume responsibility for accommodating the additional service capacity. Funding from the risk pool is subject to a peer review process and the availability of funds.

- 4) The provider's delivery of post-legal adoption and prevention services is limited to the funds available respectively for such services.

2. Staffing Requirements

a. Staffing Levels

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

b. Professional Qualification

- 1) The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C. and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **"Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars"** (dated 07/01/06), which is incorporated herein by reference and maintained on the department's website.
- 2) The provider agrees to deliver child welfare pre-service training to professional staff in accordance with the department's Child Protection Professional Certification Program.

c. Staffing Changes

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

d. Subcontractors

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

this contract. The provider is not required to obtain subcontract approval as required under section I.I.1. of the Standard Contract unless any of the following conditions apply.

The person or entity:

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

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

- 3) The provider shall conduct a detailed cost analysis for all subcontracts in excess of \$25,000.00. The provider shall conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.
- 4) Subcontract Agreements
 - a) The provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Lead Agency shall require any subcontractors to participate in the statewide quality management system.
 - b) The Lead Agency shall require its subcontractors to maintain insurance in compliance with s. 409.1671, F. S., and any subsequent amendments thereto and in compliance with the provisions in paragraph D.7. of this contract. The provider shall require that its subcontractors provide the Lead Agency with copies of all such policies

and/or certificates of insurance evidencing such insurance to be in full force and effect at all times during the term of the contract.

- 5) The provider's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- 6) The provider agrees to administer subcontracting activities in accordance with the most current version of the "**Community-Based Care Lead Agency Subcontracting Guidelines**" (dated 09/12/05) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the department's website, unless the provider has developed their own guidelines which have been approved by the department.

3. Service Location & Equipment

a. Service Delivery Location

The provider shall deliver a comprehensive array of foster care and related services in Alachua, Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union Counties to eligible children and families. The provider's primary service delivery and business address is:

515 North Main Street
Gainesville, Florida 32601

b. Service Times

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

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 primary business address or service delivery location.

d. Equipment

The provider shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the "**Community-Based Care Tangible Personal Property Requirements**" (dated 07/01/06), which is incorporated herein by reference and maintained on the department's website.

4. Deliverables

a. Service Units

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

b. Records and Documentation

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

c. Reports

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

5. Performance Specifications

a. Performance Measures

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

The department reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any modifications or additions will only be accomplished through formal amendment to this contract.

Current Performance Measures	06/30/09	06/30/10	06/30/11
1) The percentage of children not abused or neglected during services will be at least 95%	95%		
2) No more than 1% of children served in out-of-home care shall experience maltreatment during services	1%		
3) No more than 9% of children are removed within 12 months of a prior reunification	9%		
4) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least 76.2%	76.2%		

5) The percentage of children with finalized adoptions whose adoptions were finalized within 24 months of the latest removal shall be at least 32%	32%		
6) No more than ____ children will be in out-of-home care 12 months or more on June 30, 2008	392		
7) The provider will complete ____ adoptions	120		
8) 100% of children under supervision who are required to be seen each month shall be seen each month	100%		

b. Description of Performance Measurement Terms

The definitions of any terms in Section B.5 **Current Performance Measures** table are listed in the “**Community-Based Care Performance Measures Methodology Document**” (dated 07/01/07), which is incorporated herein by reference and maintained on the department’s website.

c. Performance Evaluation Methodology

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

- 2) Performance Standards Statement

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 in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department’s satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

6. Provider Responsibilities

a. Provider Unique Activities

- 1) At the request of the Secretary of the department or the Circuit Administrator, the Lead Agency shall provide performance information or reports other than those required by this agreement. The department

agrees to make these requests only after all data sources to which the department has access have been exhausted. These requests should be a last resort and made with due consideration for Lead Agency workload and costs. For requests that are complex and difficult to address, the Lead Agency and the department will develop and implement a mutually viable work plan.

- 2) The Lead Agency shall cooperate with the department when a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors results in an investigation.
- 3) The provider shall meet with the Circuit/Region Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.
- 4) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Lead Agency's service delivery system may apply to be licensed as a foster parent or relative caregiver to any child that receives services under this contract, provided:
 - a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents or relative caregivers are employed and the study is submitted to the department for approval, and
 - b) the Lead Agency has an operating procedure which requires that the Executive Director of the Lead Agency review and approve the submission by the Lead Agency of all such licensing applications to the department.
- 5) The Lead Agency accepts its responsibility for all work required under this contract whether performed with its own resources or by a subcontractor. The Lead Agency shall monitor the performance of its subcontractors, conducting follow-up actions in accordance with the department approved Subcontract Monitoring Plan.
- 6) If conditions exist that could interrupt service delivery, the Lead Agency shall notify the department within 48 hours. Reportable conditions may include but are not limited to:
 - (a) Inappropriate client terminations
 - (b) Financial concerns or difficulties
 - (c) Service documentation problems
 - (d) Subcontract non-compliance
 - (e) Ineffective services and increasing client complaintsThe above notice shall include a brief summary of the condition(s) or problem(s), the proposed countermeasures, and the time frames for implementation of the countermeasures.
- 7) The Lead Agency shall establish a procedure for foster and adoptive parents to contact a Lead Agency representative in the event of delayed or

non-delivery of payments. The Lead Agency representative will address and resolve the issue.

- 8) Fee collections - The provider shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the department within 30 days of their receipt. The department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the department, as appropriated by the Legislature to the provider under this contract for services provided to the client (s) and subsequently invoiced to the department. Any amount of funds over or under the estimated amount contained within the schedule of funds of this contract may result in a like adjustment to the total contract amount. Funds in excess of the assessed fees to the client (s) will be retained in the Client Trust Fund and administered on behalf of the client (s) by the provider as Representative Payee in accordance with the terms of this contract.
- 9) Client Trust Fund – The provider shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and the department's Accounting Procedures Manual 7 APM 6. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the provider shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the department by deducting the amounts owed from subsequent payments owed to the provider for services provided under this contract. The provider and the department mutually agree to develop a transition protocol prior to the provider's responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the provider as the Representative Payee for eligible clients served under this contract.
- 10) The provider agrees to deliver a coordinated response to requests from the department staff conducting child protective investigations related to its coordination of child safety issues with the department of Juvenile Justice and the Agency for Persons with Disabilities. The provider recognizes that certain children who are at risk of abuse or neglect cross multiple systems of care and multiple state agencies. The provider agrees to support immediate response requests to mitigate child abuse and neglect for this population.

b. Coordination With Other Providers/Entities

- 1) Upon the effective date of this contract, the Lead Agency shall establish and maintain working agreements with other providers, department

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

- 2) Upon the effective date of this contract, the provider hereby agrees to have established and to maintain working agreements to include joint operating procedures with each of the following agencies:
 - a) Any entity providing Child Protective Investigations (CPI) in counties served by the provider under this contract. The provider agrees to amend working agreements as needed with entities providing CPI to clarify roles and responsibilities including client file transfer.
 - b) Any entity providing Children's Legal Services in counties served by the provider under this contract. The provider agrees to amend working agreements as needed with entities providing Children's Legal Services to clarify roles and responsibilities. The working agreements shall clarify the Lead Agency's responsibilities with respect to cooperating, collaborating, and information sharing with the child welfare legal services attorneys in representation of the State of Florida Department of Children and Families in all juvenile dependency, termination of parental rights, and related proceedings.
- 3) The provider hereby agrees to develop and implement a system of care with the department's contracted Substance Abuse & Mental Health providers within their communities through the execution of a working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system, by providing integrated community support and services.

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

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

7. Department Responsibilities

a. Department Obligations

- 1) The department agrees to provide technical assistance and consultation to the

Lead Agency in the process of initial licensing and re-licensing of family foster homes.

- 2) The department retains the responsibility for the review, approval or denial, and issuance of all foster home licenses. After receiving a request for licensure or relicensure and a copy of the foster home's home study or group home's narrative study with a complete licensing packet, the department has ten (10) business days to issue the license or provide a written statement expressly stating the basis for denial and its legal authority.
- 3) Upon receipt of a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors, the department agrees to notify the Lead Agency within one working day. The department will work in cooperation with the Lead Agency when investigations are conducted.
- 4) The department agrees to process applications submitted by the provider for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The provider shall contact the various program offices within the department for assistance and instruction on how to access these services. The department will respond to the provider's inquiry within 5 working days.
- 6) The department agrees to determine Medicaid eligibility within 45 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within 45 working days of receipt of a completed application.
- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in "**Community-Based Care Authority and Requirements**".
- 8) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 9) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.
- 10) The department agrees to provide training and technical assistance on the responsibility of the provider to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The department will participate in the collaborative development and

implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community.

- 12) The provider and the circuit shall, subject to local agreement, ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.
- 13) Implementation of Title IV-E Waiver Demonstration Project. The department agrees to support the Lead Agency in the delivery of services and supports to eligible children and families and in monitoring the contract as the Lead Agency implements a modified array of services in compliance with the Title IV-E Waiver Demonstration Project.
- 14) The department retains the authority and responsibility for representing the department as the petitioner in juvenile dependency, termination of parental rights, and related legal proceedings. Department attorneys, or its contracted attorneys, do not represent the Lead Agency.

b. Department Determinations

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

c. Requirements

- 1) Compliance and Fiscal Monitoring

The department shall conduct or cause to be conducted an annual review of Lead Agency compliance with contract terms and conditions as well as any approved financial policies and procedures.

- 2) The department shall define and jointly implement with the Lead Agency a formal system of quality management planning, documenting, reviewing, measuring, reporting, analyzing, and improving for service delivery and administration. This system will monitor progress toward achievement of state and federal requirements for compliance and outcomes.

d. Progressive Intervention and Program Improvement

The provider agrees that if it fails to demonstrate satisfactory progress in areas of noncompliance, the department may implement the **“Community-Based Care Progressive Intervention and Program Improvement Process”** (dated 07/01/06), which is incorporated herein by reference and is maintained on the department’s website.

C. METHOD OF PAYMENT

1. Payment Clause

- a. This is an advance fixed price, fixed payment contract comprised of federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$78,896,955.00 subject to the availability of funds. The Schedules of Funds are attached as follows:

Attachment II-A Fiscal Year 08-09	\$26,298,985.00
Attachment II-B Fiscal Year 09-10	TBD
Attachment II-C Fiscal Year 10-11	TBD

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/08 – 6/30/09)	\$2,191,582.08	12	\$26,298,985.00
One Month of Child Welfare and Related Services (7/01/09 – 6/30/10)	TBD	12	TBD
One Month of Child Welfare and Related Services (7/01/10 – 6/30/11)	TBD	12	TBD

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

b. Advance Payments

- 1) Advance payments shall be equal to 1/12th of the current fiscal year contract value or, in the event that the fiscal year contract value is increased during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 2) Advances may be requested prior to each month of service for the entire term of the contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured interest bearing account, in accordance with subsection 216.181(16)(b), F.S. Interest earned on advanced funds shall be returned

to the department on a quarterly basis no later than 15 days after the end of the quarter.

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

2. Cost Allocation Plan

The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the department's contract manager by the date of the payment request for August of each state fiscal year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the department's website. The department will review and provide any comments within 15 days of submission. Any CAP revisions as required by the department are to be submitted to the department's contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20th, of each state fiscal year, will result in no further payments being made until the department approves the CAP.

3. Invoice Requirements

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

- Prior Month "**CBC Monthly Actual Expenditure Report**", which is incorporated herein by reference and is maintained on the department's website, except the June Monthly Actual Expenditure Report that shall be submitted with the "**CBC Final Expenditure Report**", which is incorporated herein by reference and is maintained on the department's website.
- "**Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports**", which is incorporated herein by reference and is maintained on the department's website.
- "**Child Access and Visitation Grant Monthly Match Funds Report**", which is incorporated herein by reference and is maintained on the department's website
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report

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

- a. The Lead Agency shall submit a complete "**CBC Annual Budget by Service Category**", which is incorporated herein by reference and is maintained on the department's website in the format contained in the CBC Annual Budget by Service Category on the date of the payment request for August of each state fiscal year. The department will review and provide any comments

within 15 days of submission. Any budget revisions as required by the department are to be submitted to the department's contract manager by the date of the payment request for September of each state fiscal year. Failure to submit a completed annual budget by August 20th of each state fiscal year will result in no further payments being made until a completed annual budget is submitted to the department.

b. Budget Design and Earning Requirements:

- 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the **"CBC Final Expenditure Report Description"** which is incorporated herein by reference and is maintained on the department's website using the format contained in the **"CBC Final Expenditure Report"**.
 - 2) The Lead Agency agrees to account for any unexpended state funds at the end of a contract period. The Lead Agency shall either return surplus state funds to the department at the end of a contract period, or, if the department executes a renewal contract, the provider agrees to expend the surplus state funds during the first six months of the renewal contract period on value-added, non-recurring, program enhancements. Following the end of any State Fiscal Year, the department agrees to identify the amount of surplus state funds. The Lead Agency agrees to submit the **State Funds Roll-forward Report**, which is incorporated herein by reference and is maintained on the department's website, on a monthly basis to report on any expenditures of approved roll-forward amounts. The Lead Agency agrees to submit the monthly report as a supplement to the **CBC Monthly Actual Expenditure Report** when requesting payment. The submission of this report is not required if there are no surplus state funds, or after any identified surplus state funds have been fully expended.
 - 3) The provider agrees to expend any surplus state funds from the prior fiscal year Community-Based Care contract during the first six months of this contract on value-added, non-recurring, program enhancements. The provider agrees to submit a separate **State Funds Roll Forward Report**, which is incorporated herein by reference and maintained on the department's website, to account for those expenditures no later than January 20, 2009. Surplus state funds from the previous fiscal year Community-Based Care contract that remain unexpended on January 1, 2009, must be returned to the department no later than January 20, 2009.
 - 4) The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II).
- c. The **"CBC Annual Realignment Budget by Service Category"** must be submitted in the CBC Annual Realignment Budget by Service Category on the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II). Any revisions made to the **"CBC**

Annual Budget by Service Category” shall be subject to department approval. Failure to submit a realigned budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until a realigned budget is submitted to the department.

d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July 2008	Estimated Pay	1/12 th of Fiscal Year Contract Amount	July 1
August 2008– June 2011	Estimated Pay	1/12 th of Fiscal Year Contract Amount	The 20 th day of the month prior to month of service

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

4. Service Delivery and Expenditure Documentation

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

5. Expenditure Documentation

Expenditure documentation includes, but is not limited to, those expenditures that are allowable from funds identified as State Financial Assistance, per Chapter 2006-30, Laws of Florida, to include: staff cellular telephone allowances; contracts requiring deferred payments and maintenance agreements; security deposits for office leases; related professional membership dues and professional state license fees; food and refreshment; promotional materials; and costs associated with fundraising personnel either employed or contracted with by the Lead Agency, and the department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.pdf

6. Full Compensation

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

7. Earning Federal Funds

The Lead Agency shall perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the

funds will result in a corresponding reduction of the total amount paid under this contract.

8. Match Requirements

- a. To receive any federal Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.
- b. For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.

9. Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the department by the Lead Agency upon discovery, unless the department authorizes a specific, alternative process to achieve compliance.

10. Fees

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

11. Renegotiation

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

- a. Subsection 409.1671(1)(a), F.S., requires the department to transfer all available funds, including federal funds for which Lead Agencies are eligible, and the Lead Agency shall earn, and that portion of state funds which is currently associated with the services that are being furnished under this contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This contract may be renegotiated to increase the contract amount for

additional budget authority supported solely by federal earnings pursuant to the provisions of ss. 409.1671(8), F.S.

- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. The department is obligated to pass on any additional program specific funds that are appropriated to the department for the Lead Agency. If additional funds are obtained they may increase the fixed price for the remainder of the applicable fiscal year.
- f. Any renegotiation to the terms of this contract shall be documented via contract amendment.

12. Contract Renewal

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

13. MyFloridaMarketPlace Transaction Fee

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

D. SPECIAL PROVISIONS

1. Dispute Resolution

- a) The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as the its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the Circuit Administrator of the respective parties. Upon referral to this second step, the Executive Director and the Circuit Administrator shall confer in an attempt to resolve the issue.
- b) If the Circuit Administrator and Executive Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three

representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan, as described in the "**CBC Termination Contingency Transition Plan**" (dated 07/01/07) with the other party within 30 calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein."

3. Fidelity Insurance

The provider shall secure a fidelity insurance policy and certificate from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider unless the fidelity insurance policy and certificate is in effect and approved by the department in writing.

4. Fiscal Monitor

The department will conduct fiscal monitoring to provide financial oversight and ensure integrity regarding the provider's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the provider's services contract. The staff performing fiscal monitoring will be allowed full access to all of the provider's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight.

5. Third Parties

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

6. Client Files

The provider shall ensure the department's immediate access to client files and

will supply copies of requested materials within one (1) working day of a request by the department unless a longer time is agreed upon between the parties.

7. Insurance

The provider agrees to maintain insurance in accordance with s. 409.1671, F.S., and any subsequent amendments thereto and to require through contract and its subcontractors maintain insurance consistent with s. 409.1671, F.S. and any subsequent amendments thereto. The provider agrees that they will provide their own defense against actions brought against them.

8. Leasing:

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

9. Venue for Any Court Action

Venue for any court action relating to this contract is in Leon County, Florida.

10. Security Agreement

Within 45 days of the effective date of this contract, the provider hereby agrees to develop and maintain a signed data security working agreement with the department.

11. Governance

The Lead Agency shall be a Florida corporation not-for-profit without members with jurisdiction in the geographic area served by the Lead Agency. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

12. Related Party Transactions and Conflict of Interest

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

13. Emergency Preparedness

In addition to the provisions in Paragraph I. AA. of the Standard Contract, the provider agrees to incorporate further provisions to their emergency

preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

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

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

14. Children's Mental Health Child Welfare Wraparound Funding

The provider agrees to deliver children's mental health services with funds identified in Attachment II of this contract for this purpose. These funds shall be used to provide non-Medicaid reimbursable wraparound services to children with mental health or behavioral health needs who are victims of abuse, and are in the physical care or custody of the state or at high risk for out-of-home placement. These services must be identified in the mental health treatment plan for the child or the service plan for the child as defined in s. 394.496, F.S., or the case plan for the child as described in s. 39.6011 and s. 39.6012, F.S.

E. LIST OF EXHIBITS

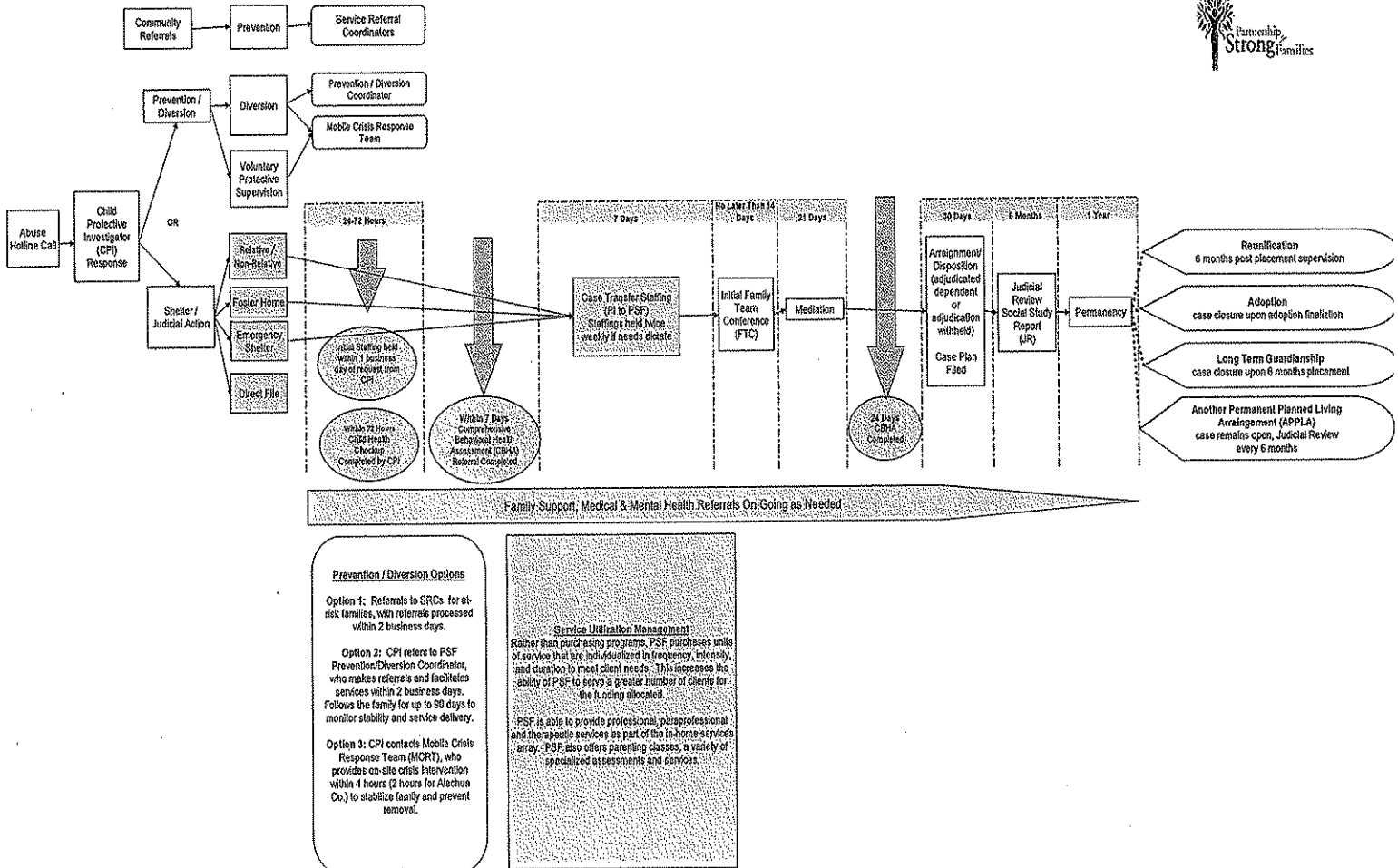
Exhibit A, Reports

Exhibit B, System of Care Overview

Exhibit A - REPORTS			
The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements.			
Report Title	Format	Frequency of Report	Submit to
Tangible Personal Property Inventory	See Tangible Personal Property Inventory, which is incorporated herein by reference and is maintained on the department's website	Must be completed for initial transfer of equipment, and annually on June 15 th thereafter	Contract Manager
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the department's website	Monthly; 20 days after the end of the reporting month.	Contract Manager
Child & Family Services Monthly Services Report	See Child & Family Services Monthly Services Report, which is incorporated herein by reference and is maintained on the department's website	Monthly; 35 days after the end of the reporting month.	Contract Manager
Child & Family Services Annual Progress and Service Report (APSR)	Instructions and format provided annually by Central Office	Annually, December 30, 90 days after close of federal fiscal year (10/1-9/30)	Contract Manager
Child & Family Services Five- Year Plan	Instructions and format provided by Central Office.	Every five years. Next report due May 15, 2009 and every 5 years thereafter	Contract Manager
Prevention Expenditures	Instructions disseminated from Central Office	Quarterly, 10th calendar day after the end of each quarter	Contract Manager
Quality Assurance Core Element Case Review Data Report	See Quality Assurance Core Element Case Review Data Report, which is incorporated herein by reference and is maintained on the department's website	Quarterly, 5th working day following the end of the quarter	Contract Manager
Independent Living Transitional Services Critical Checklist.	See Independent Living Transitional Services Critical Checklist, which is incorporated herein by reference and is maintained on the department's website.	TBA	Contract Manager
Child Access and Visitation Local Service Provider Survey Must be completed by EACH local service provider program receiving Access and Visitation federal grant funds	See Child Access and Visitation Local Service Provider Survey, which is incorporated herein by reference and maintained on the department's website. <i>Directions for completing Report:</i> Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C. Complete the Child Access and Visitation Local Provider Survey Federal report (Excel) format for Section D electronically via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org . To obtain a login code and password contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.	Annually, November 5 th .	Contract Manager
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the department's website.	Monthly; 20 days after the end of the reporting month.	Contract Manager
Report of Trust Fund Totals by Client	Approved by Contract Manager	Quarterly	Contract Manager
Contingency Transition Plan	See Contingency Transition Plan, which is incorporated herein by reference and is maintained on the department's website.	Within 6 months of contract execution and 6 months prior to any end date.	Contract Manager

Exhibit B

System of Care Overview



Attachment II-A
CBC Schedule of Funds – Circuits 3 and 8
FY 2008-09

Sections A and B	Federal	State	Total
Other Fund Sources			\$19,377,379.00
Subtotal Sections A and B			\$19,377,379.00
Section C			
Maintenance Adoption Subsidies			\$4,628,760.00
Independent Living Services (IL) - Chafee Administration	\$135,632.00	\$33,908.00	\$169,540.00
Chafee Road to Independence – Scholarship	\$277,901.00	\$69,474.00	\$347,375.00
Chafee, ETV, Road to Independence	\$108,370.00	\$27,092.00	\$135,462.00
All State Funded Independent Living Services		\$287,479.00	\$287,479.00
Medicaid Administration	\$27,486.00	\$27,486.00	\$54,972.00
State Access and Visitation	\$34,095.00		\$34,095.00
SSFA Family Preservation	\$373,036.00		\$373,224.00
SSFA Family Support	\$164,136.00		\$164,136.00
SSFA Time Limited Reunification	\$127,710.00		\$127,710.00
SSFA Adoption	\$190,294.00		\$190,294.00
SSFA Community Facilitation IH			
SSFA Community Facilitation OOH			
PI Training			
Legislatively Mandated Special Projects			
Children's Mental Health CW Wraparound Funding			\$408,559.00
Subtotal Section C			\$6,921,606.00
Total All Fund Sources			\$26,298,985.00

Note: Amounts shown for Maintenance Adoption Subsidies and Chafee/IL will be reallocated at a later date on a statewide basis.

Placeholder for:

Attachment II-B

FY 2009-2010

Placeholder for:

Attachment II-C

FY 2010-2011

Attachment III

TITLE IV-E WAIVER STATEMENT OF ASSURANCES

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

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

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

OVERALL GOALS OF THE WAIVER

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

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

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

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

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

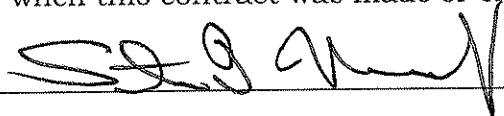
DOCUMENTATION AND REPORTING REQUIREMENTS

- The Lead Agency agrees to document progress of implementation on a monthly basis including a basic update on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services
- The Lead Agency agrees to all financial reporting requirements as described in this contract.

EVALUATION

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

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



Signature

Steven J. Murphy, CEO/President

Name of Authorized Individual

Partnership for Strong Families, Inc., 515 North Main Street, Gainesville, FL 32601

Name and Address of Organization

6/26/08

Date

CJ809

Contract Number

Attachment IV

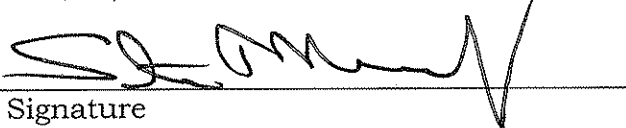
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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


Signature

Steven J. Murphy, CEO/President
Name of Authorized Individual

6/26/08
Date

CJ809
Application or Contract Number

Partnership for Strong Families, Inc., 515 North Main Street, Gainesville, FL 32601
Name and Address of Organization

Attachment V

Financial and Compliance Audit Attachment

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department will contract with an independent third party nongovernmental organization to conduct monitoring and 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, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient shall comply and cooperate with any monitoring procedures deemed appropriate by the independent third party nongovernmental organization. In the event the independent third party nongovernmental organization determines that a limited scope audit of the recipient is appropriate, the recipient shall comply with any additional instructions provided by the independent third party nongovernmental organization regarding such audit. The recipient further shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- 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

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

PART IV: RECORD RETENTION

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

Exhibit 1 (Post Award Notice) is included as a reference document only.

Exhibit I to Attachment V
POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME:

CONTRACT #:

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

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

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

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

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

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

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

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

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

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

CERTIFICATION OF ADEQUATE INSURANCE COVERAGE

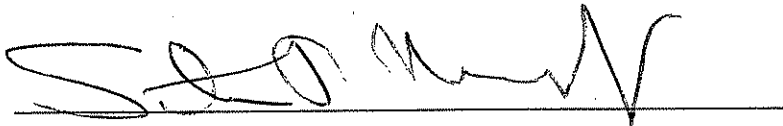
Contract #(s): CJ809
Provider Name: Partnership for Strong Families, Inc.

This is to certify we maintain adequate and continuous insurance coverage with regard to the contract(s) listed above as required by the Department of Children and Families Standard Contract Section I.G inserted below.

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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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.

Provider Signature:



Name and Title:

Steven J. Murphy, CEO/President

Date:

4/14/2008

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

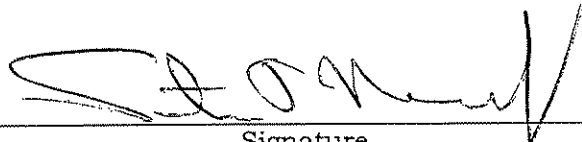
INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.



Signature

4/4/2008

Date

Steven J. Murphy
Name(type or print)

CEO/President
Title

CERTIFICATION OF ADEQUATE INSURANCE COVERAGE

Contract #(s): CJ809

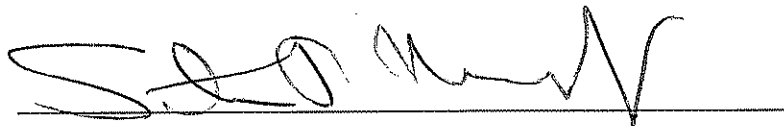
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Provider Signature:



Name and Title:

Steven J. Murphy, CEO/President

Date:

11/4/2008

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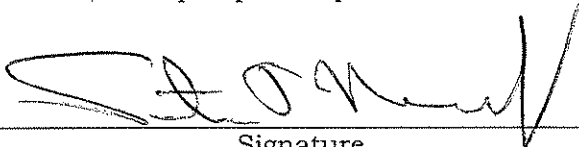
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4/4/2008

Date

Steven J. Murphy
Name(type or print)

CEO/President
Title