

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND
Children's Harbor, Inc.

THIS AGREEMENT made and entered into on this ___ day of _____, 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Children's Harbor, Inc. a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at 19425 SW 58th Manor, Pembroke Pines, FL 33332 hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of \$1,000 to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
 - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
 - j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
 - 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of \$1,000 for the program or activity. City of Pompano Beach funds will be provided upon a quarterly reimbursement basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
 - 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
 - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By:

LAMAR FISHER, MAYOR

By:

GREG HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREG HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

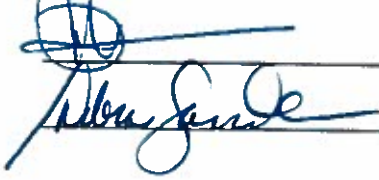
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT":

CHILDREN'S HARBOR, INC., a Florida Not For Profit Corporation

Witnesses:



By: 

Dr. Elizabeth Wynter
Typed or Printed Name

Title: President + CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of August, 2017 by ELIZABETH WYNTER as PRESIDENT & CEO of Children's Harbor, Inc., a Florida Not For Profit Corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

FAY B NOBLE
(Name of Acknowledger Typed, Printed or Stamped)

FF 177537
Commission Number



ADDENDUM "1"

**CITY OF POMPANO BEACH
FISCAL YEAR 2017**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Children's Harbor, Inc.
2. Mailing Address: 19425 SW 58 Manor
Pembroke Pines, FL 33332
3. Date of Incorporation: December 1996
 - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X No
(Please attach proof of tax exempt status)
4. Chief Executive Officer: Dr. Elizabeth Wynter
Official Title: President & CEO Telephone #: (954) 252-3072 ext. 204
5. Contact Person (if different from above): Debra Sandler
Telephone #: (954) 252-3072 ext. 138
6. Provide a brief description of the organizations goals and objectives:

The mission of Children's Harbor is to provide safe shelter and support to at risk children and youth, keeping brothers and sisters together, strengthening families, and guiding youth toward independence. Since its inception, Child Harbor Family Strengthening Program has remained committed to its goal of helping families stay together and grow stronger. Program objectives are to allow children to remain safely in the home and out of the child welfare system, breaking the intergenerational cycle of abuse and neglect, and reducing the recidivism rate of families receiving social services.

7. Amount of funding requested: \$1,000
8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

The funds from the City will be used to offset the operating expenses of Children's Harbor Family Strengthening Program. Contract funding does not cover the expenses to provide this

ADDENDUM "1"

service- therefore we are dependent on additional dollars to offset the expense:

- Average session is 2 hours long at \$84.50 per Face-to-Face hour
- 12 weeks x 169 (84.50/hr.) = \$2,028 per family

Weekly in-home psycho-educational parenting services and skills training will be provided, using evidence-based intervention programs called Nurturing Parenting Program and Circle of Security. Counselors work with both parents and children to build self-awareness, positive concept/self-esteem and levels of empathy; teach alternatives to hitting and yelling, enhance family communication and awareness of needs; and replace abusive behaviors with nurturing ones. Children's Harbor will serve approximately 16 families in fiscal year 2018. With each family averaging approximately 4 members, services will impact more than 64 individuals in Broward County.

Unfortunately, the need for these services remains great- according to ChildNet, Broward County's Lead Agency, the average number of child abuse reports received in Broward County averaged 1,146 per month last fiscal year. 1,301 children were removed, bringing the total number of children in out-of-home care to 2,240. Clearly, there is a critical need for preventative services that can keep children out of the child welfare system in the first place. State and local communities benefit substantially, both in human capital, economic and social costs when at-risk families become stable, healthy, and self-sufficient.

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

Family Strengthening Counselors will provide intensive therapeutic counseling and case management for families identified as "at-risk" of losing custody of their children. This intervention will often be the entry point of service delivery for these families. If applicable, at the end of our service program, we will refer the family for ongoing services within their home community, most likely within their city of residence.

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No

- 10a. If yes, what is the ratio of this other funding to the City's recommended funding?
 1:8

ADDENDUM "1"

11. Does your organization receive support from the County or other cities? Yes X No

11a. If yes, please list the amount(s) and source(s).

- Coral Springs Community Chest- \$1,000

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 87%

13. PERFORMANCE MEASURES

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	Most Recently Completed Year 2016	Current Year Estimated 2017	Next Year Proposed 2018
Total Persons Served	580	600	708
Number of Pompano Beach residents served	32	42	40

ADDENDUM "1"

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Last Year Adopted 2017	Current Year Proposed 2018
Resource Available:			
City of Pompano Beach		1,000	1,000
Federal Funding			
State Funding			
Other Local Government Funding		447,633	447,633
Foundation Grants			
User Fees			
Other Revenue Sources		35,000	35,000
Total Resources Available		483,633	483,633

Resource Allocated:			
Salaries		271,018	279,145
Benefits		89,483	89,749
Supplies/Expenses		19,885	19,648
Contractual Services			
Capital Outlay [Equipment]			
Other		103,247	95,091*
Total Resources Allocated		483,633	483,633

• *Please provide line item detail for expenses over \$10,000*

ADDENDUM "1"

• *Line item detail for other:*

Local or Out of Town Staff Travel	\$ 6,750
Flex Funds (Cost Reimbursement)	\$11,250
Value Added (Cost Reimbursement)	\$ 2,750
Other Cost Reimbursement Items	\$ 1,400
Administrative Costs	\$36,941
Matching Contributions	\$36,000
Total:	\$95,091

AGREEMENT

between

Children's Services Council of Broward County

and

Children's Harbor, Inc.

for

CSC Family Strengthening Program
PROGRAM

15-4312
CONTRACT NUMBER

This Agreement, entered into this 1st day of October, 2017, by and between the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and Children's Harbor, Inc., a not for profit Florida corporation, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF AGREEMENT

The CSC exercises the **second** renewal option for the period of **October 1, 2017, through September 30, 2018**. The Agreement may be renewed for additional periods comprising the Renewal Option Periods from **October 1, 2018, through September 30, 2019**, at the end of the term at the sole option of the CSC. The Initial Term and Renewal Option Periods shall collectively be referred to as the "Agreement Term."

In the event that the CSC does not exercise a Renewal Option Period as stated above, the CSC may extend the existing Agreement for a period not to exceed nine (9) months. Such extensions shall be exercised at the sole discretion of the CSC in a written Amendment to the Agreement, changing the end date of the Agreement. The Amendment for extension shall be duly executed by the CSC. At the sole discretion of the CSC President/CEO, the CSC President/CEO may extend the expiration date of the term of this Agreement up to three (3) months upon written notice to PROVIDER.

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the CSC, contingent upon but not limited to the following:

- A. Continued demonstrated and documented need for the services or priority area of funding;
- B. Satisfactory program performance by PROVIDER; and

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- B. Satisfactory program performance by PROVIDER; and
- C. The availability of funds from CSC. In accordance with Chapter 2000-461 of the Laws of the State of Florida, the CSC is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this Agreement and must be agreed to by the PROVIDER:

The CSC may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CSC'S then current fiscal year upon forty-five (45) days prior written notice to the successful proposer. Such prior written notice will state that the lack of appropriated funds is the reason for termination.

This written notification will thereafter release CSC of all further obligations in any way related to the services covered herein. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".
- D. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in Section VI of this Agreement.

II. SCOPE OF WORK

- A. PROVIDER agrees to provide the services and meet the performance measures set forth in Exhibit A, Scope of Work.
- B. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.
- C. PROVIDER agrees to comply with the Monitoring/Reporting Requirements specified in Section V of this Agreement.
- D. Background Screening: All staff working in the program must comply with Level 2 background screening and fingerprinting requirements in accordance with DCF screening requirements and all applicable federal, state, county, city, and other government agency background screening requirements.

III. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, PROVIDER Application for Funding.

IV. FUNDING AND METHOD OF PAYMENT

- A. The annual maximum amount payable by CSC to PROVIDER for FY 17/18 shall be \$447,633.00 ("Contract Amount").
- B. The PROVIDER agrees to provide a CSC-required Match in the amount of \$36,000.00 for the period of October 1, 2017, through September 30, 2018.

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- C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due on or before the tenth (10th) day of the month following the month in which services were rendered. CSC agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

- D. The PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CSC 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 are received by the CSC and any necessary adjustments thereto have been approved by the CSC.
- E. In the event this Agreement provides for more than one service or program, the CSC Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, the CSC Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount.
- F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- G. PROVIDER attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC. This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third party and client payments (where applicable) for services rendered under this Agreement. In the event CSC pays PROVIDER for a service that later becomes eligible for Medicaid or other third party coverage, then PROVIDER agrees to deduct the amount paid by CSC on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CSC in the amount received by Medicaid or other third party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. PROVIDER shall report such fees;

reimbursement, compensation or funding to CSC for such payments received which will be deducted from PROVIDER's invoices.

- H. No capital equipment shall be purchased under this Agreement. Capital equipment is defined by the Florida Statutes, Chapter 274, as items with a value greater than \$1000 which have a life expectancy of more than one year.
- I. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- J. It is PROVIDER'S responsibility to advise the CSC Programs Manager, in writing, of changes in name, address and/or telephone number.

V. MONITORING, REQUIRED RECORDS AND REPORTS

A. MONITORING:

PROVIDER agrees:

1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service; service delivery systems, coordination of services, consumer satisfaction, records maintenance, and funding maximization, etc.
2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.
4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another monitoring appointment to occur within thirty (30) days.
5. To respond to any monitoring findings within the time frame specified therein, that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.
6. That, findings of monitoring reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.
7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, as applicable.

8. Any monitoring reports, evaluation reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to the CSC Programs Manager.

B. REPORTS:

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CSC. In the event that the PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, PROVIDER agrees to furnish CSC with any and all related program evaluation reports.
2. Also, PROVIDER agrees to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.
3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the CSC Programs Manager.
4. Statistical Demographic Report: The PROVIDER agrees to maintain and report monthly (where applicable) information on client demographics which includes last four digits of social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall Client household income, other benefits received, types of services provided, and other information as required by the CSC.
5. Client Satisfaction Surveys: The PROVIDER agrees to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. **Client Performance Measure Data Reporting:** The PROVIDER shall submit Client Performance Measure data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measurement achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.
7. **Actual Expenditure Report:** The PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the PROVIDER within sixty (60) days after the end of the contract.

C. OTHER REQUIREMENTS:

1. INTERNAL DOCUMENTATION

PROVIDER agrees to maintain the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as requested by CSC.

2. UNITS OF SERVICE

PROVIDER shall document and maintain permanent client records that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

3. TRACKING SYSTEM REQUIREMENTS

PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

4. PRO CHILDREN ACT COMPLIANCE

The PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision

of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$ 1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

5. REVENUE MAXIMIZATION DOCUMENTATION

PROVIDER agrees to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The PROVIDER shall complete all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

VI. TERMINATION OF AGREEMENT AND NOTICE

- A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.
- B. This Agreement may be terminated by the PROVIDER without cause upon no less than forty-five (45) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. This Agreement may be terminated by the CSC without cause upon no less than forty-five (45) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less than twenty-four (24) hours' notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days' notice for Termination for Lack of Funds. The CSC shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.
- F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

VII. AUDIT RIGHT AND RETENTION OF RECORDS

CSC shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Work under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Work under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by Florida Statutes 215.97, Florida Single Audit Act.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

VIII. PUBLIC RECORDS LAW COMPLIANCE

CSC is a public agency in Florida and as such, PROVIDER's records pertaining to this Agreement are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). PROVIDER is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- A. PROVIDER will keep and maintain public records required by CSC to perform the service hereunder;
- B. Upon request from CSC's custodian of public records, PROVIDER will provide CSC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. PROVIDER will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of

the Agreement if PROVIDER does not transfer the records to CSC.

- D. Upon completion of the Agreement, PROVIDER will transfer, at no cost, to CSC all public records in possession of PROVIDER or keep and maintain public records required by CSC to perform the service. If PROVIDER transfers all public records to CSC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC, upon request from CSC's custodian of public records, in a format that is compatible with the information technology systems of CSC.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CSC CUSTODIAN OF PUBLIC RECORDS AT (954) 377-1100; records@cscbroward.org; 6600 WEST COMMERCIAL BLVD., LAUDERHILL, FL 33319

IX. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

X. INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

XI. SUBCONTRACTING

PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the CSC Programs Manager. No such approval by the CSC Programs Manager shall be deemed in

any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

XII. FINANCIAL STATEMENTS

- A. Within 120 days of the close of its fiscal year, PROVIDER agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidelines"); or 3.) The Florida Single Audit Act, Florida Statutes 215.97, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the CSC Programs Manager upon receipt in writing of such request with appropriate justification by the PROVIDER.
- B. Supplanting: The PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

XIII. BOARD MEMBERS AND MEETINGS

Within 30 days of the effective date of this Agreement, PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

XIV. PUBLICIZING CSC SUPPORT

PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide PROVIDER with a camera-ready logo for such use.

XV. PUBLICATIONS

PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

XVI. CONFIDENTIAL INFORMATION

The PROVIDER, its agents, employees or sub-grantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Written Statement of Purpose(s) for Collection of Social Security Numbers:

In accordance with Florida Law, PROVIDERS shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

"The Children's Services Council of Broward County ("CSC") collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will not be disclosed. CSC's collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC's duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement."

XVII. NOTIFICATION FOR USE OF PARTICIPANT DATA

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

Written Statement of Purpose for Authorizing Collection of Data for Research

In compliance with research ethical standards, PROVIDERS shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. PROVIDERS shall also request parental consent for CSC and/or PROVIDER to obtain education records for the purpose of research (20 U.S.C SS 1232g(a)(4)(B)(iv); U.S.C SS 1232(b)). CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

"In order to continue funding programs like this one, Children's Services Council of Broward County ("CSC") and authorized users conducts research to see how participants do while in the program, as well as after they leave the program. In addition to performance measurement data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public databases like Florida Department of Education, the Florida Department of Juvenile Justice, Broward County Public Schools, etc. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.)."

XVIII. SECURITY OBLIGATIONS

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, 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. PROVIDER shall report any security breaches immediately to the CSC Programs Manager.

XIX. CLIENT RISK PREVENTION AND INCIDENT REPORTING

- A. PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon both the PROVIDER and its employees.
- B. In the event of critical incidents such as serious client accident, injury or death, PROVIDER shall advise the CSC Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the PROVIDER to the CSC Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

XX. NONDISCRIMINATION

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

XXI. INDEMNIFICATION CLAUSE

PROVIDER shall at all times hereafter indemnify, hold harmless and, at CSC'S option, defend or pay for legal representation to defend CSC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees (including at all levels of appeal), court costs, and expenses, caused by negligent act or omission of PROVIDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provision of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CSC, any sums due PROVIDER under this Agreement may be retained by CSC until all of CSC'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSC. The parties agree that such indemnification obligations

shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

XXII. INTELLECTUAL PROPERTY RIGHTS

The PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

XXIII. INSURANCE

- A. PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

Further, PROVIDER will maintain professional liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

- B. If PROVIDER'S insurance is provided by a municipality and at any time the municipality is unable or unwilling or otherwise ceases to provide insurance to CSC for injury, damages, or liability which may arise out of the performance of this Agreement, PROVIDER shall be responsible for providing sufficient insurance in amounts and under terms required by CSC. CSC, in its sole discretion, shall determine what constitutes sufficient insurance. Documentation shall be submitted by PROVIDER to the CSC Programs Manager.

XXIV. AMENDMENTS: ASSIGNMENTS

- A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. However, the Programs Manager for the CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Services, to reduce the Contract Amount, or to change Performance Measures.
- B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

XXV. WAIVER OR BREACH

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

XXVI. DEFAULT

In the event that the awarded PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

XXVII. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. PROVIDER represents to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the PROVIDER shall immediately provide written notice of same to the CSC Programs Manager.
 - 1. There have been no irregularities involving its management or employees that could have a material effect on PROVIDER'S operations or financial stability.
 - 2. PROVIDER has committed no violations or possible violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.
 - 3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
 - 4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
 - 5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or

providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.

6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CSC'S satisfaction for the agreed compensation.
7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.

B. PROVIDER acknowledges that:

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.
2. Information, guidance and technical assistance offered by the CSC Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

XXVIII. PUBLIC ENTITIES CRIMES ACT

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC's competitive procurement activities.

XXIX. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

XXX. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

XXXI. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

XXXII. CIRCULARS, STATUTES AND COMMON RULES

The source of the CSC'S funding is local dollars; thus the PROVIDER does not need to conduct a separate single audit under this contract. The PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

- A. Uniform Guidance: The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").
- B. Florida Statutes 215.97, Florida Single Audit Act.

XXXIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CSC's uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CSC with regard to this Agreement; however if the Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

XXXIV. MULTIPLE ORIGINALS

This Agreement may be fully executed in two (2) copies or more by all parties, each of which bearing original signatures, shall have the force and effect of an original document. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This 32 page contract, inclusive of Exhibit A, Scope of Work, is hereby executed as follows:

Approved as to form by:

JOHN MILLEDGE, ESQ.
200 Las Olas Office Building
200 SW First Avenue, Suite 800
Ft. Lauderdale, FL 33301

John Milledge, Esq.

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PROVIDER:
Children's Harbor, Inc.

CSC:

SIGNED

BY: *Elizabeth Wynter*

NAME: Elizabeth Wynter

TITLE: President/CEO

SIGNED

BY: _____

NAME: Beam Furr

TITLE: Chair

Provider Federal Identification #: 31-1471766

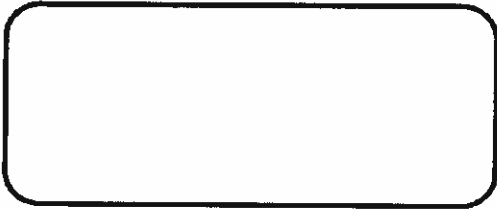
Attachment: Exhibit A

Provide notary attestation for Provider's signature below:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this 10th day of August, 2017,
by ELIZABETH WYNTER as PRESIDENT & CEO
(Name of Signatory) (Title)
on behalf of CHILDREN'S HARBOR INC.
(Name of Entity)

Personally known OR Produced Identification
Type of identification produced:

(Seal)


Fay B. Noble
Notary Public - State of Florida
FAY B. NOBLE
(Name of Notary Typed, Printed, or Stamped)

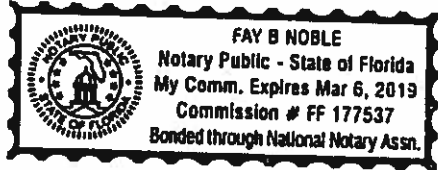


EXHIBIT A
SCOPE OF WORK

Agency Name: Children's Harbor, Inc.
Program Name: CSC Family Strengthening Program
Contract #: 15-4312

I. Method of Service Delivery

Providers of Family Strengthening programs shall provide collaborative, innovative programs for families with identified risk factors for child abuse and neglect, families with children at risk for out of home placement due to delinquent behaviors of their adolescent children, and families in crisis that will:

- Strengthen protective factors by helping at risk families develop and maintain supportive parent-child relationships, effective and appropriate tools to improve child behavior, positive communication, conflict resolution skills and strong family attachments.
- Reduce risk factors related to child abuse and neglect through best practice intervention programs, which include linkages to existing community resources for housing, food, employment and other areas of need.
- Provide in-home intervention services designed to reduce aggressive behaviors between parents/caregivers and their children.

Services must include an intensive, individualized case planning and case management process that involves holistically engaging families (including absent parents when possible) in a manner consistent with the following essential elements:

- Child centered and family focused
- Safety-based
- Individualized and culturally competent
- Strengths-based
- Social networks and informal supports

In order to better monitor children's safety, services shall be provided in the family's home and children should be seen regularly.

A. Program Intent

The PROVIDER shall provide an innovative Family Strengthening Program that serves families throughout Broward County with their children living within the family, including non-resident parents if the parents are living apart. The program shall serve families at risk for child abuse and neglect and families in crisis. The PROVIDER shall provide supports and services necessary to create and maintain a safe, nurturing environment by focusing on the five protective factors which contribute to reducing the likelihood of child abuse and neglect.

The five protective factors are:

- Parental Resilience

- Social Connections
- Knowledge of Parenting and of Child and Youth Development
- Concrete Support for Parents
- Nurturing and Attachment/ Children's Social and Emotional Development

B. Program Type

The CSC Family Strengthening Program shall provide parent skill training through use of the *Nurturing Parenting Program* curriculum and/or *Circle of Security (COS)*. Additional services shall include counseling, supportive services, and case management.

1. Best Practice Model

The PROVIDER shall address the parental/child bond through the use the *Nurturing Parenting Program (NPP)* and/or *Circle of Security* program (COS), depending upon the needs of the family. Treatment/service plans shall identify the anticipated model choice(s).

NPP is an evidence-based, Best Practice model, developed to help reduce the serious and growing problems of child abuse and neglect. The program includes handbooks, manuals, videos, and activities designed to engage and educate parents on the skills they will need to effectively raise their children.

The objectives of NPP include stopping the intergenerational cycle of child abuse in families by building nurturing parenting skills and reducing the rate of recidivism in families receiving social services; developing positive self-concept and self-esteem in all family members; and increasing family members' awareness of their own and each other's needs, strengths and weaknesses (Research and Validation Report, NPP, 9/28/05).

COS is a relationship based early intervention program model which is designed to enhance attachment security between parents and their young children (under the age of 6). It is an effective model for caregivers of young children who have problems with emotional regulation, impulse control, disruptive behavior, aggression, and/or who are withdrawn/detached. This model helps parents to become more aware of their children's needs and to identify whether their own responses are meeting those needs, and provides tools to help parents make new choices to reduce insecure interactions. COS is delivered over an average of eight (8) individual or group sessions, to be determined based upon the needs of the families served.

2. Service Implementation

Referrals shall be responded to within 24 hours, with appointments made for families in crisis as soon as possible, and crisis de-escalation and related case management services provided as needed.

Services shall be provided by Bachelor's or Master's level staff at least weekly, in the family's home or at other locations convenient to them. Sessions typically average two (2) hours in length. The duration of services shall average 4-5 months, but services may be extended as deemed necessary to meet the family's needs. Treatment shall be strength-based, family focused, and inclusive. Collaboration with other entities shall be a core

service component.

The Provider shall encourage fathers to participate in services regardless of whether or not they are living in the home. As applicable, co-parenting goals shall be established that both parents should agree to for the benefit of their child(ren)s' overall well-being.

Treatment plan goal attainment shall be the primary measure of successful completion. Measurable, short-term objectives shall be written to help operationalize long-term goals, and target dates for completion shall be set with realistic time frames.

Successful completion shall also be measured by families demonstrating behaviors consistent with the basic principles of the *Nurturing Parenting Program* (NPP) and/or the *Circle of Security* (COS) program, self-report that they have made improvement, and improvements on test scores measuring an increase in positive parenting attitudes and behaviors and a reduction in youth's behavioral difficulties.

Prior to discharge, the counselor shall complete an after care plan and link the family to any additional service needs post discharge. Additionally, a 45 day follow-up survey shall be conducted post discharge to assess current family functioning and to provide any additional referrals that may be needed.

After case closure, if a family experiences a crisis, a supportive session may be provided, as appropriate. In order to bill for the session, the case may be reopened in SAMIS after the session has been completed. The case shall be closed within 14 days of the follow-up/crisis intervention session episode using the SAMIS closing reason "End of Booster/Follow-up Session". If a family is in need of additional services, the PROVIDER shall make the appropriate referrals and linkages for the family.

3. Client/ Staff Ratios/Supervision

The program shall be staffed with five (5) full time counselors, with caseloads averaging 12-14 families. Staff shall receive weekly supervision, with a minimum of four (4) hours of individual or group supervision each month. During individual supervision, the supervisor shall review case files for proper documentation and paperwork and discuss clinical issues. During group supervision, cases shall be staffed and feedback shall be provided.

On a monthly basis, a chart audit meeting shall be held where staff shall review a set number of their peer's charts for accuracy and compliance.

4. Assessment Process

Upon admission, staff shall complete a thorough psychosocial assessment which shall identify and summarize the family's historical data including any history of trauma, current needs, risk factors, and strengths. Performance measure results shall be incorporated to identify current strengths and risk factors. Using assessment information (both from CSC and model-required assessments), an individualized treatment plan/ service plan shall be completed with each family that is family focused, measurable, and includes obtainable goals, objectives and action steps. Family members shall have a voice in formulating their treatment goals, with a focus on the family's strengths as the

voice in formulating their treatment goals, with a focus on the family's strengths as the basis for the successful completion of their goals. The assessment and case planning shall reflect an understanding of trauma informed care.

As part of the assessment process, all children ages sixty-six months old and under residing in the home must be screened utilizing the Ages and Stages Questionnaire (ASQ-3) to determine if there are developmental delays. If a child presents at risk for developmental delay, a referral must be made to FDLRS (Florida Diagnostic & Learning System) where they will determine if the referral should go to Child Find (School Board) or Early Steps (Children's Diagnostic & Treatment Center) for further evaluation.

All cases must have thorough documentation of service provision and client response, including, but not limited to case plans, timely case plan updates, progress notes, and closing summaries.

C. Population/Types of Referrals

The PROVIDER shall provide services to families at risk for child abuse and neglect and families in crisis that have their children living within the family, and may include non-resident parents if the parents are living apart.

Services shall be provided to children and their families who reside in Broward County. Children served must be between the ages of birth and 17 at the time of enrollment.

Families served must meet at least three (3) of the following Risk Factors:

1. Documented prior history of child abuse or neglect with either the parent or child(ren)
2. Disruptions in bonding and attachment between parent and child
3. Persistent, serious family conflict and family stress
4. History of family substance abuse
5. Documented history of family management problems, poor parental supervision and/or inappropriate or severe discipline practices
6. Involvement with the juvenile justice system
7. Poverty or economic distress
8. Single parent household
9. Teen pregnancy
10. Child(ren) or parent(s) with established conditions that impact their family's functioning
11. Non-parent caregiver with a criminal history

Risk factors for eligibility must be clearly documented in the intake assessment.

Referrals to CSC's HOMEBUILDERS® program can only be made by the Broward Sheriff's Office Child Protective Investigations Section (BSO CPIS). Families that complete the CSC HOMEBUILDERS® program and accept step-down services may be referred to a CSC Family Strengthening program as an immediate step-down program regardless of whether or not the family is receiving court-ordered dependency supervision.

Cases in which an active safety plan is being monitored by safety management services, ChildNet reunification cases, and cases with prior child removals within the past twelve (12)

months are not appropriate referrals to CSC Family Strengthening programs. Other active ChildNet cases may be considered with CSC's approval on a case-by-case basis.

Additional referrals to Family Strengthening programs may be from the School Board, community agencies involved in the child and family support service delivery network, CSC Kinship programs, other social service agencies, family self-referral, the Family Court and Dependency Court, and DCF. Families served must have their children living with them, and may include non-resident parents if the parents are living apart.

In order to facilitate exchange of information in regards to Broward Sheriff's Office Child Protective Investigations Section (BSO CPIS) referrals, funded Providers shall develop Memorandums of Understanding (MOU) with BSO CPIS. It is also important that there be a system established between BSO CPIS and CSC-funded Providers for regular communication with BSO CPIS about referral status and related service issues. Providers shall also provide BSO CPIS with case closing summaries, and progress updates shall be made available to the BSO CPIS as determined by the MOU referenced above. All client information to be released must have appropriate informed signed client consent. If new serious safety concerns arise, Providers shall inform the BSO CPIS immediately and call the Abuse Hotline

Additional information regarding special circumstances:

In cases of domestic violence allegations, the client must be referred to a domestic violence treatment provider to determine if additional services are needed prior to initiation of Family Strengthening services. The PROVIDER may work in tandem with the domestic violence provider if deemed appropriate.

Parents with current substance abuse allegations must be referred to a substance abuse provider to complete a substance abuse assessment prior to initiation of Family Strengthening services. The PROVIDER may work with families in tandem with the substance abuse treatment provider if deemed appropriate.

The PROVIDER should closely review referrals for service appropriateness. Special consideration shall be given to referrals received from BSO/CPIS, and HOMEBUILDERS®. If it is unclear if the referral is appropriate for the specified program, the referral source must be contacted to gain more information. If the PROVIDER is still unclear if the referral is appropriate, they shall contact their CSC Programs Manager for further guidance. If a PROVIDER determines that the referral is not appropriate for their program, the referral source must be informed that the case is declined and alternative options shall be explored and discussed with the referral source.

D. Service Delivery

The PROVIDER shall ensure that the following services are delivered to families, in accordance with the individual family assessment and treatment/ service plan:

Service Name and Description	# of Families to be served
Family Preservation Intervention Services shall be provided weekly by Bachelor's or Master's level counselors for an average of 4-5 months utilizing the <i>Nurturing Parenting</i> (NPP) and/or <i>Circle of Security</i> (COS) curriculum. Service duration may last longer if substantiated by documented family need. Sessions shall be provided a minimum of once weekly, and may involve counseling and supportive services.	177
Case Management- Services shall include collaboration with natural community resources, crisis management, and parenting skill education. Support, referrals, and resources shall be provided to families, as needed.	177

E. Service Location

The PROVIDER shall provide family strengthening services in client homes and community based locations throughout Broward County.

F. Dates/Days/Hours of Operation

Services shall be available to families during hours that are convenient for each family. Evening and weekend appointments and services shall be available as necessary based on client need. Provider shall maintain a formal after-hours crisis management policy and ensure that program staff inform all families of this policy.

II. STAFF QUALIFICATIONS

Staff positions, qualifications and duties shall be as described in the following chart:

#	Position	CSC Position Code	Education	Experience	Duties	% of time devoted to the program
1 FT	Family Strengthening Supervisor	PM	Master's degree in Social Service or related field	2 years of experience in a related position	Provide oversight of program and direct supervision of staff.	100%
5 FT	Family Strengthening Counselor	DS/PF/ Couns	Bachelor's degree required, Master's degree in social services or	2 years of experience in a related position, or 1 year of experience in a related	Provide direct care services to identified clients.	100%

#	Position	CSC Position Code	Education	Experience	Duties	% of time devoted to the program
			related field preferred	position with a Master's degree		
1 FT	Family Admin Assistant	AS	High School Diploma or equivalent	1 year of experience in a related position	Provide administrative support to the program	100%

The staffing chart and the aligned proposed budget are the basis for the Unit of Service cost in this contract. Any staffing pattern changes, differences in the corresponding salary/benefit costs or prolonged vacancies must be reported to your CSC Programs Manager in a timely manner. Your contract and/or budget may be adjusted if there are significant divergences from the proposed staffing pattern.

Personnel files will be reviewed for compliance with the staffing chart.

The PROVIDER shall ensure that all direct service staff complete trainings on Domestic Violence and Substance Abuse as it relates to child abuse a minimum of once every two years. New hires shall complete these trainings during the first year of employment.

Program supervisors shall complete the following trainings once every two 2 years. Newly hired or recently promoted supervisors shall complete these trainings during the first year of employment.

1. The Prevention of Medical (Mental Health) Errors
2. Ethics and Professional Boundaries
3. Using Motivational Interviewing Strategies and Techniques To Help Patients Change Risky / Problem Behaviors

The required trainings for staff and supervisors shall be formal trainings (i.e. through the CSC Training Collaborative, Women in Distress, and/or a community substance abuse provider) outside of the general information provided during staff orientation. The PROVIDER shall maintain back-up documentation verifying training completion.

III. GENERAL OPERATING INFORMATION

A minimum of 177 unduplicated families shall be served during the period of October 1, 2017 through September 30, 2018.

A. Background Screening/Licensing

All staff working in the program must comply with Level 2 background screening and fingerprinting requirements in accordance with DCF screening requirements and all applicable federal, state, county, city, and other government agency background screening requirements.

The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. PROVIDER shall re-screen each employee, volunteer and/or subcontractor every five years.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. PROVIDER shall re-screen each employee, volunteer and/or subcontractor every five years.

School based programs must follow all screening requirements as required by the School Board of Broward County.

B. Partnership Recognition

The PROVIDER shall make a concerted effort to promote the CSC and the PROVIDER as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding" with prominent PROVIDER and CSC logo displays on all funded program materials, on websites and other electronic venues, in annual reports, newsletters, etc. and at related events, etc. Program staff shall be fully aware of the partnership and able to articulate that their program is supported and funded by CSC.

C. SAMIS Data Integrity:

The PROVIDER shall make every effort to maintain SAMIS data integrity. Maintenance of data integrity shall include information in the Case Data Gatherer (CDG), Fiscal Module, and Performance Measurements (PM) Module.

- 1) **Determining Primary Participants:** All individuals entered into SAMIS shall be entered as primary participants; the "secondary participant" field shall not be used. A primary participant shall be one who will have a billable unit attached and/or a performance measure attached. Thus, there may be multiple primary participants in each family. (Note that the "number in household" field shall always reflect the number of individuals living in the household even if some of those individuals are not identified as primary participants.)
- 2) **Identifying a Target Participant:** The child referred for services shall be identified as the target participant for individual billing purposes. For families in which more than one child is referred for services, the youngest child meeting eligibility requirements shall be identified as the target participant for billing purposes.
- 3) **Linking Family Members:** Family members shall be linked via the assignment of a unique Agency Case Code that shall be the same for every member of that family identified in SAMIS. An agency case code shall be assigned even if there is only one primary participant in the family. The "Agency Case Code" field in SAMIS must be used for assignment of this family linking code, and may not be used for any other purpose. Note that each family member must be entered as his/her own case. The number of cases and the number of participants in the program should be equal. Although SAMIS allows multiple participants to be added to a case, this is not the correct way to enter cases. If one participant is a family member of another

participant, the linkage will be evident when the same unique agency case code is assigned.

- 4) **Unit Application:** When a unit of service (UOS) involves more than one family member (i.e. family counseling), or is not targeted towards a specific family member (i.e. case management), the UOS shall be billed under the target participant only.
- 5) **Performance Measurements (PM) Module:** In the PM module, each primary participant child and each primary parent shall be attached to the appropriate PM service component. Test results for each participant shall be entered through the PM service component.
- 6) **Closing Cases:** All cases must be closed in both the CDG and in the PM components of SAMIS upon the conclusion of services, with the appropriate termination reason. If a contract is terminating early, or if a contract is sunsetting, any remaining active cases shall be closed, with the effective date being the last date on which the contract is active.
- 7) **Reopening Cases:** In the event that a child leaves the program and comes back at a later date, or if a follow-up booster session is provided, the Provider shall reopen the old case by using the "Copy Case to the Same Program" feature. Under no circumstances shall the child be reopened as a new case.
- 8) **Circle of Security (COS) and Substance Exposed Newborns-** All cases served using COS specifically for families with children identified as Substance Exposed Newborns (SEN) must be identified in SAMIS using an agency case code starting with "SEN."

D. The Campaign for Grade Level Reading:

Children's Services Council of Broward (CSC) is the lead organization in the county for the Campaign for Grade-Level Reading (CGLR). CGLR is a collaborative effort by foundations, nonprofit partners, business leaders, government agencies and communities to ensure that more children in low-income families succeed in school and graduate prepared for life - college, a career, and active citizenship. This initiative focuses on an important predictor of school success and the goal of attaining high school graduation: grade-level reading by the end of third grade. Research demonstrates that proficiency in reading by the end of third grade enables students to shift from "Learning to Read to Reading to Learn." While our schools are accountable for helping children achieve this milestone, CGLR is based on the belief that schools cannot succeed alone; engaged communities are needed to remove barriers, expand opportunities, and assist parents in fulfilling their roles and responsibilities as full partners in the success of their children. To that end, CGLR's work is specifically focused on helping communities promote school readiness and quality teaching, tackle chronic absenteeism, improve summer learning, and engage parents as their children's first teachers.

As a community partner with CSC in this initiative, Provider is encouraged, within their Scope of Work, to:

- o Work with families and staff to encourage literacy and instill the value of reading aloud to children.

- o Coordinate with CSC to use cost reimbursement funds (i.e. incentive dollars) to purchase books for families in a cost effective manner.
- o Provide literacy opportunities (e.g. share quality books and model reading, provide incentives and activities that promote reading, etc.).
- o Utilize community literacy partners such as Broward County Libraries (e.g. assist families in obtaining free library cards), CSC trainings, and other literacy initiatives within the county and beyond

IV. UNITS OF SERVICE

Case preparation, clinical or staff supervision, travel and other administrative support tasks are NOT billable as direct service units. Whenever applicable, all sub-contracted services shall be billed at rates established by the AHCA for Medicaid compensable services. The specific Units of Service for this contract are defined as follows. The CSC will pay the provider for allowable Units of Service expenditures in accordance with the approved budget and budget narrative, hereby incorporated by reference.

Group unit of service documentation must be timed in and out, and include, at a minimum, a client attendance sign in sheet, event agenda, and a summary of topics discussed for each group session.

A. Units of Service Definitions

Family Preservation Intervention Services: One (1) unit of Family Preservation Intervention (Unit Type # 9120 Family Preservation Intervention) is defined as 60 minutes (one hour) of direct face-to-face contact with the children, parents or other participating family members at home, school or other sites convenient to the client for the purpose of 1) engaging and retaining families, 2) teaching, counseling and coaching parents/caregivers, 3) teaching, counseling and coaching children/youth social skills and appropriate behaviors and/or 4) providing family counseling and support. Partial units provided after the initial 60 minutes of service which are accurately documented may also be billed in increments of 15 minutes at a rate of ¼ the amount of the approved Unit Cost, as stipulated in the contract. In SAMIS, this individual Unit of Service (UOS) shall be attached to the Target Participant.

Case Management Services: One (1) unit of Case Management Service (Unit Type # 9010 Case Management) is defined as 60 minutes (one hour) of direct service with, or on behalf of, a child, parent or other participating family member, which includes face-to-face, phone and/or mail contacts with the client, family member, school official, mentor or other service provider at home, school, office or other site for the purpose of assessing, planning, monitoring and facilitating treatment. This includes direct contacts needed for linking services to families and attending meetings and/or staffings with outside professionals on behalf of a specific family. Partial units provided and accurately documented may also be billed in increments of 15 minutes at a rate of ¼ the amount of the approved Unit Cost, as stipulated in the contract. In SAMIS, this individual Unit of Service (UOS) shall be attached to the Target Participant.

Group Support/Training/Coaching Sessions: One (1) unit of Group Support/Training/Coaching Session (Unit Type # 9152 Support/Training/Coaching –

Group) is defined as a minimum of sixty minutes (1 hour) group service with a minimum of three (3) families for the purpose of offering parenting support and education or youth life skill training to program participants. Child care sessions will be provided which is defined as supervised child care (respite) for a minimum of one (1) child to a maximum of six (6) children running concurrently to a Parent Support/Education Group session. In SAMIS, this Unit of Service will be billed as a group unit with attachment of all participants. Overage for additional full hours of group are allowable. No partial unit of billing is permitted. One or more hour long units may be billed on same date but billing for services that are not a full hour is not allowable. (Hence, a 90 minute group would equal 1 unit only. A two hour group would be billed as 2 units. A 30 minute group would not be billable.)

Outreach Services: One (1) unit of Outreach Services (Unit Type # 9164 Outreach) is defined as a service provided with the purpose of engaging high risk clients. The goal of outreach services is (a) locate the client, (b) re-engage the client and (c) resolve barriers to service provision. These face-to-face outreach attempts may not result in a direct contact with the client and begin on the **second consecutive missed home visit, even if successful telephone contact is made in between attempts.**

After the first "no show" home visit, the case manager must attempt to contact the client at the client's last known telephone number, contact the client at their last known employer, contact the client's emergency contact person, and mail correspondence to the client's last known address in an attempt to locate the client and schedule the next home visit. Documentation of these activities must be in the case record.

Billable Outreach Services are divided into two (2) main categories:

1. **Scheduled Home Visit:** A home visit that is scheduled for a specific time and date and confirmed with the client, but when the Case Manager arrives at the home, the client is not present.
2. **Unscheduled Home Visit:** The Case Manager provides an unscheduled home visit and the client is not at home. These unscheduled home visits are designed as a proactive outreach service. The unscheduled attempted home visits shall occur on different days and different times of the day to increase the likelihood of contacting the client.

PROVIDER may bill a maximum of four (4) Outreach contacts per client per year. In SAMIS, this individual Unit of Service (UOS) shall be attached to the Target Participant

B. Unit Amounts

The maximum number of units to be provided under this contract for FY 17/18 is as follows:

4549.5976 Units of Family Preservation Intervention Services at \$84.50 per unit (unit type #9120 In-home Intervention) not to exceed \$384,441.00.

598.3482 Units of Case Management Services at \$76.28 per unit (unit type # 9010 Case

Management) not to exceed \$45,642.00

12 Units of Support/Training/Coaching - Group Sessions at \$150.00 per unit (unit type # 9152 Support/Training/Coaching - Group) not to exceed \$1,800.00.

10 Units of Outreach Services at \$35.00 per unit (unit type # 9164 Outreach) not to exceed \$350.00.

Total for all units of service combined under this contract for not to exceed: \$432,233.00.

*Note that extended decimal places are necessary to account for partial units and ensure accuracy of dollar calculations.

Note: Unit calculations based upon approximately 5 FTE X 47 weeks (allowing for required training) X 22 hours

V. METHOD OF PAYMENT

- A. Unit Costs: Client services provided under this contract will be paid as units of service at the rates and maximum amounts as defined above in Section IV, B. Only unit costs incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The maximum amount to be paid for under this contract for units of service shall not exceed \$432,233.00
- B. Flex Funds (#8010): Flex fund expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable flex fund expenditures in accordance with CSC Provider Guidelines and the approved flex fund budget and flex fund narrative, hereby incorporated by reference. Only flex fund expenditures incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for flex fund expenditures shall not exceed \$11,250.00.
- C. Value Added (#8020): Value added expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable value added expenditures in accordance with CSC Provider Guidelines and the approved value added budget and value added budget narrative, hereby incorporated by reference. Only value added expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for value added expenditures shall not exceed \$2,750.00.
- D. Other Cost Reimbursement (Unit #8050): New employee training and travel costs shall be on a cost reimbursement basis. Reimbursement shall be made for actual costs incurred by the PROVIDER, substantiated by actual cost documentation. The maximum amount to be paid under this contract for other cost reimbursement shall not exceed \$1,400.00.
- E. All payments shall be requested by the PROVIDER in the format prescribed by the CSC. CSC payment will be on a monthly basis, derived from PROVIDER invoices reflecting services delivered in accordance with the contract. Agencies will not be paid for clients

who do not attend sessions. Payment is contingent upon submittal of complete and accurate data in accordance with CSC requirements for the reporting of client and service data information. No invoices will be processed for payment if required backup documentation has not been provided in a complete and accurate manner. The PROVIDER is required to pursue third party, Medicaid, and client payments (where applicable).

- F. **Match:** The PROVIDER agrees to match the dollar amount awarded by the CSC to the PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum of 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.
- G. All funded PROVIDERS agree to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid's Targeted Case Management for Children at Risk of Abuse and Neglect, etc.

The CSC participates in Medicaid's Targeted Case Management for Children at Risk of Abuse or Neglect (TCM A/N) program. This target population and services align with TCM programs' criteria. Provider shall work with CSC staff and, as applicable, CSC's billing agent regarding all aspects of participating in the TCM A/N program. PROVIDER shall identify eligible clients where services may be claimed for Medicaid reimbursement and provide data to CSC's billing agent for the actual claim to Medicaid. TCM A/N services shall be billed under the CSC's Medicaid Group Provider number.

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VI. PERFORMANCE MEASURES

The PROVIDER will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. PROVIDERS will use the CSC Data Quality Assurance Report to ensure administration points are completed and service components are attached.

DESIRED RESULT: Children live in safe and nurturing families.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted participants actually served	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
	% of funded allocation utilized	95%	SAMIS Data	Analyzed on Semi-Annual Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	Data Integrity	95%	SAMIS Data Quality Assurance Report	Analyzed on Semi-Annual Schedule
Is Anybody Better Off?	% of families who participated in all program requirements.	75%	CDG case closure reason	Program Completion
	% of families who improved family functioning.	80%	North Carolina Family Assessment Scale (NCFAS)	Pre-test and Program Completion
	% of families with no verified abuse findings 6 and 12 months post program completion.	80%	This outcome to be measured in collaboration between BSO and CSC	6 and 12 months following Program Completion



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248455888
Aug. 11, 2008 LTR 4168C EO
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BODC: TE

CHILDRENS HARBOR INC
19425 SW 58TH MNR
PEMBROKE PINES FL 33332-3338252

036408

Employer Identification Number: 31-1471766
Person to Contact: SELLERS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of July 31, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in DECEMBER 1996, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

State of Florida

Department of State

I certify from the records of this office that CHILDREN'S HARBOR, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 1996.

The document number of this corporation is N96000002706.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on March 3, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of March, 2017*



Ken Detzner
Secretary of State

Tracking Number: CC4331199016

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>