EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Definitions

A.1.1.1. In addition to the provisions of **1.6.1.3.**, Program specific definitions may be found in the "Lead Agency Definition of Terms" (**Attachment 1**, Incorporated Documents).

A.1.1.2. References to "Lead Agency" refer to the Provider identified in **1.3.** of the Standard Contract.

A.1.1.3. Notwithstanding §287.057, Florida Statutes (F.S.), the Department shall use 5-year contracts with Lead Agencies. The Department may only renew a contract for a period of one to five years, in accordance with §287.057(14) and §409.987(3), F.S., if the Lead Agency has met performance expectations within the monitoring evaluation.

A.2. STATEMENT OF WORK

A.2.1. Performance Measures

A.2.1.1. The Lead Agency's performance must meet the minimum acceptable level of performance set forth in **Exhibit E** to avoid contractual remedies, including financial consequences and Contract termination. During any period in which the Lead Agency fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment and apply financial consequences.

A.3. PAYMENT, INVOICE AND RELATED TERMS

A.3.1. Travel Expenses

A.3.1.1. In addition to the travel expenses referenced in **3.3.1.**, the Lead Agency may establish rates for travel expenses lower than the rates specified in §112.061, F.S., including mileage. The Lead Agency will reimburse staff in accordance with the Agency's travel policy, which shall be approved in writing by the Department's Contract Manager (CM).

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. Indemnity

A.4.1.1. The following provisions shall apply in lieu of **4.7.** of the Standard Contract (entitled "Indemnity"). The Lead Agency shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, alleged to be caused by any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors; provided, however, that the Lead Agency shall not be responsible for the indemnification or defense of that portion of any loss or damages proximately caused by the negligent acts or omissions of the State or Department. The following additional terms will also apply:

A.4.1.1.1. The Lead Agency shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Lead Agency's products or the Department operation or use of Lead Agency's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Lead Agency's opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the

right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

A.4.1.1.2. The Lead Agency shall indemnify the Department for all costs and attorney fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, including litigation initiated by the Department.

A.4.1.1.3. The Lead Agency shall include in all subcontracts and require that the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, alleged to be caused by any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors; provided, however, that the contracted entities shall not be responsible for the defense or indemnification that portion of any loss or damages proximately caused by the negligent acts or omissions of the Lead Agency, the State, Department, or other officers, agents or employees thereof. The language in this section notwithstanding, in any perceived conflict between the terms of this Contract and §409.993 or §39.011, F.S., the statutory provisions control.

A.4.1.1.4. Nothing in this Contract shall constitute a waiver of sovereign immunity or consent by the Department or the State or its subdivisions to suit by third parties.

A.4.2. Insurance

A.4.2.1. In addition to the requirements of **4.8.** of the Standard Contract, during the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with §409.993, F.S., any subsequent amendments to the statute, and the following requirements:

A.4.2.1.1. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with §409.993, F.S. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Lead Agency and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with §409.993, F.S.

All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or non-renewal.

A.4.2.1.2. The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract.

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

A.4.3. Survival of Terms

A.4.3.1. The following is added to **7.4.** of the Standard Contract: Given the nature of this Contract, the Lead Agency is expected to have continuing duties that survive the End Date or earlier termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments.

A.4.4. Federal Law

A.4.4.1. The following provisions are added to **8** of the Standard Contract:

A.4.4.1.1. If the Lead Agency is a federal subrecipient or pass-through entity, the Lead Agency and its subcontractors who are federal subrecipients or passthrough entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR Part 200. If a Lead Agency's subcontractor is determined to be a subrecipient, the Lead Agency must ensure the subcontractor adheres to all the applicable requirements in 2 CFR Part 200.

A.4.4.1.2. The Lead Agency shall implement a written subrecipient monitoring process for all entities receiving federal funds passed through under this Contract. Monitoring activities shall include, at a minimum, risk assessments, financial, operational and programmatic monitoring, review of audit reports, corrective action tracking, and periodic monitoring reviews in accordance with 2 CFR §200.332.

A.4.5. Bond Requirements

A.4.5.1. The Lead Agency shall furnish to the Department a performance bond equal to 2% of the total annual contract amount, excluding pass-through funding.

A.5. RECORDS, AUDITS AND DATA SECURITY

A.5.1. Client Files

A.5.1.1. The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one business day of a request by the Department unless a longer time is agreed upon by both the parties.

A.5.2. Public Records

A.5.2.1. The following provisions shall apply in lieu of **5.5.1.** of the Standard Contract (entitled "Public Records").

A.5.2.1.1. The Lead Agency shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S. as prescribed by §119.07(1) F.S., made or received by the Lead Agency in conjunction with this Contract except those public records which are made confidential or exempt by law must be protected from disclosure. As required by §287.058(1)(c), F.S., it is expressly understood that the Lead Agency's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A.5.3. Audits and Monitoring

A.5.3.1. In addition to the terms of **5.1.**, the following requirements shall apply to this Contract.

A.5.3.1.1. The Lead Agency shall be monitored in accordance with §402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Lead Agency shall comply with any requests made by the Department as part of the conduct of such monitoring. At no cost to the Department, the Lead Agency shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this Contract.

A.5.3.1.2. The Department will provide a written report to the Lead Agency within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Lead Agency shall provide a proposed corrective action plan for the Department's approval, except in the case of threat to life or safety of individuals served, in which case the Lead Agency shall take immediate action to ameliorate the threat and associated causes.

A.5.3.1.3. The Lead Agency shall cooperate at all times with the Department to conduct these reviews and shall provide all documentation requested by the reviewers within three business days, unless the Department determines extenuating circumstances exist.

A.5.3.1.4. The Lead Agency shall comply with the Department and its authorized representatives contracted to conduct any operational, programmatic or fiscal audits of the Lead Agency. At no cost to the Department or its authorized representatives, the Lead Agency shall provide the right of access to all programmatic, administrative, operational, financial, budget, and management information deemed necessary by the Department or its authorized representatives to complete the requested audits. This

right also includes timely and reasonable access to the Lead Agency's personnel for the purpose of interview and discussion related to such documents or this Contract in general. The Lead Agency shall provide any data and information requested by the Department or its authorized representatives as part of these audits within three business days, unless a later submission is expressly authorized by the Department.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1. Financial Penalties for Failure to Take Corrective Action

A.6.1.1. The corrective action, financial penalty, and termination provisions set forth in **6.1** are of material importance to the Department's oversight of Lead Agency performance under this Contract. The Department may impose financial consequences or pursue other contractual remedies authorized under this Contract or applicable law for noncompliance independent of a corrective action plan.

A.6.1.2. The Financial Penalties outlined in this section apply specifically to the Lead Agency's failure to implement or make acceptable progress toward a Department-required corrective action plan and are in addition to, and do not limit, the Department's authority to impose Financial Consequences or other remedies for noncompliance independent of a corrective action plan.

A.6.2. Termination

A.6.2.1. This Contract may be terminated without cause by the Department upon no less than 90 days' notice, and by the Lead Agency upon no less than 180 days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the CM or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "Lead Agency Expiration/Termination Transition Planning Requirements" **(Attachment 1,** Incorporated Documents**)** with the other party within 30 days of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

A.6.3. Dispute Resolution

A.6.3.1. The parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) and the Assistant Secretary for the Office of Child and Family Well-Being or designee. Upon referral, the CEO and the Department shall confer to resolve the issue.

A.6.3.2. If the Department and CEO are unable to resolve the issue within 10 business days, the matter will be referred to the Secretary or designee, whose decision on the matter will be final. The parties reserve all their rights and remedies under Florida law.

A.7. OTHER TERMS

A.7.1. Third Parties

A.7.1.1. This Contract shall not be construed as providing any enforceable right to any third party.

A.7.2. Governance

A.7.2.1. Pursuant to §409.987, F.S., the Lead Agency shall be organized as a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. The Lead Agency shall be governed by a board of directors, or a board committee comprised of board members. The board of directors shall provide oversight and ensure accountability and transparency for the system of care. All policy-making, management, and operational control of a non-governmental

Lead Agency shall be vested in a self-perpetuating Board of Directors or a Committee composed of board members whose membership shall meet the minimum requirements of §409.987(4)(b), F.S., which requires at least 75% of the membership of the board of directors be composed of persons residing in the State of Florida, and at least 51% of the membership of the board of directors composed of persons residing within the service area of the Lead Agency. If a board committee governs the Lead Agency, 100% of its membership must be composed of persons residing within the service area of the Lead Agency.

A.7.2.2. The Lead Agency shall publicly notice all board meetings, maintain listing of board meetings on the Lead Agency's website, and include all materials presented during the board meeting. In addition, the board shall acknowledge submission of the Lead Agency's budget, noting a recorded vote and the corresponding materials received and reviewed. The approved budget must be posted on the Lead Agency's website within 10 days of Department approval. The approved budget must remain posted on the Lead Agency's website for the duration of the fiscal year for which it accounts for the expenditure of funds.

A.7.2.3. The Lead Agency board of directors shall, at a minimum, annually consult with and solicit meaningful input from individuals with lived experience within the Lead Agency's catchment area who are currently receiving, or have previously received, services funded or authorized under this Contract. The Lead Agency may consider providing this as compensated board participation for the lived experience members. The Lead Agency shall ensure that such consultation is structured to allow for substantive input on system performance, service delivery, and policy considerations. The Board shall formally acknowledge receipt of such input and document how the feedback was considered in its deliberations. Documentation of compliance with this requirement, including meeting agendas, minutes, list of invitees and attendees shall be maintained and provided to the Department by December 1 Individuals with lived experience shall include, at a minimum, representation from the following groups:

A.7.2.3.1. Biological parent(s)

A.7.2.3.2. Relative, fictive kin and non-relative caregiver(s)

A.7.2.3.3. Foster and adoptive parent(s)

A.7.2.3.4. Youth and young adult(s) who are or were served by the Lead Agency.

A.7.3. Fiduciary Responsibilities

A.7.3.1. The members of the board of directors shall have a fiduciary duty to act in the best interest of the Lead Agency and its stakeholders, and in so doing, they shall adhere to the highest standards of care, loyalty, and good faith.

A.7.3.2. The board of directors shall provide fiduciary oversight to prevent conflicts of interest, promote accountability and transparency, and protect state and federal funding from misuse. The board of directors shall act in accordance with §617.0830, F.S.

A.7.3.3. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, or to any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

A.7.3.4. The board of directors shall exercise diligent oversight and approval of the Lead Agency's annual budget and spending plan. This oversight shall include, but not be limited to, a review and approval process, which may involve meetings, discussions, and analysis of financial data. The board of directors shall ensure the approval process is compliant with §409.987, F.S., and provides for long-term financial stability of the Lead Agency.

A.7.3.5. The board of directors shall exercise sound judgment in their decision-making related to the Lead Agency's financial and business operations, taking into consideration the Lead Agency's financial health and viability, direct services to children and families, and overall functioning of the system of care.

A.7.4. Disclosure of Conflicts of Interest

A.7.4.1. The board of directors shall disclose any known actual or potential conflicts of interest to the Department.

A.7.4.2. Each member of the board of directors shall promptly disclose, in writing, any potential conflicts of interest that they or any related parties, in which they have material interest, may have in connection to the Lead Agency's business. Such disclosures shall be provided in accordance with §112.3145, F.S., and shall be made to the full board of directors as well as the Contract Manager for this Contract.

A.7.4.3. For any activity that is presented to the board of directors of a Lead Agency for its initial consideration and approval, or any activity that involves a contract that is being considered for renewal, a board member, a director, or an officer of a Lead Agency shall disclose to the board any activity that may reasonably be construed to be a conflict of interest before such activity is initially considered and approved or a contract is renewed by the board of directors. A rebuttable presumption of a conflict of interest exists if the activity was acted on by the board of directors without prior notice as required under this Contract.

A.7.4.4. In the event of a disclosed conflict of interest, the affected board member shall immediately abstain from participating in discussion and decisions related to the matter in which the conflict exists. Furthermore, the board of directors, as a whole, shall take appropriate measures to ensure that the conflicted members are not involved in any way in determination of any Lead Agency business for which the conflict exists.

A.7.4.5. The board of directors is also responsible for following the procedure outlined in §409.987(7), F.S., including a vote per §409.987(7)(c)2., F.S., to approve or disapprove of the activity for which a conflict may exist.

A.7.5. Related Party Transactions and Conflict of Interest

A.7.5.1. A Lead Agency may not enter into a contract or be a party to any transaction with related parties if a conflict of interest is not properly disclosed. The Lead Agency shall disclose any known or potential conflicts of interest to the Department. In accordance with §409.987(7)(a)3, F.S., Lead Agencies that hold more than one Lead Agency contract with the Department may request an exemption from the Department for specific related party requirements.

A.7.5.2. The Lead Agency's board of directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its board of directors, and its subcontractors.

A.7.5.3. A Lead Agency may not enter into a contract with a related party for officer-level or director-level staffing to perform management functions as defined in this Contract.

A.7.5.4. A Lead Agency may subcontract with a related party for the following administrative functions:

A.7.5.4.1. Human Resources

A.7.5.4.2. Information Technology

A.7.5.4.3. Payroll and Accounting Services

A.7.5.4.4. Legal Services

A.7.5.5. Subject to the requirements of this section of the Contract, the Lead Agency may enter into a contract or be a party to any transaction with related parties as long as the fee, rate, or price paid by the Lead Agency for the commodities or services being procured does not exceed the fair market value for such commodities or services.

A.7.5.6. Through execution of this Contract, the Department considers all employees of the Lead Agency to be in positions of public trust, and therefore all employees, including executive employees and members of the board of directors, shall maintain standards of conduct in accordance with §112.313(2)-(3) and (7), F.S.

A.7.6. Financial Consequences for Undisclosed Conflicts of Interest

A.7.6.1. Failure to disclose a conflict of interest as required in **A.7.4.** and **A.7.5.** of this Contract shall result in the imposition of Financial Consequences as outlined in **E.7.**, Financial Consequences & Financial Penalties.

A.7.6.2. The Lead Agency shall be required to reprocure a contract that was executed for which a conflict of interest was not disclosed to the Department as required by this Contract.

A.7.6.3. The Department shall recoup from the Lead Agency expenses related to a contract that was executed without disclosure of a conflict of interest.

A.7.7. Training Requirements

A.7.7.1. Onboarding Training

A.7.7.1.1. The Lead Agency shall ensure that board members participate in the following onboarding training at a minimum and thereafter as determined appropriate by the Lead Agency. Onboarding training requirements include Department required annual training referenced in **A.7.7.2.**

A.7.7.1.1.1. Governance and Ethics

A.7.7.1.1.1.1. Understanding the organization's mission, vision, and values.

A.7.7.1.1.1.2. Legal obligations and overview of relevant laws (e.g., Lead Agency responsibilities in Chapter 409, F.S.).

A.7.7.1.1.1.3. Government in the Sunshine and Public Record Requirements

A.7.7.1.1.1.4. Roles and responsibilities of board members, officers, and committees as prescribed in §409.987, F.S.

A.7.7.1.1.1.5. Code of ethics and conduct.

A.7.7.1.1.1.6. Best practices in governance to ensure transparency, accountability, and integrity.

A.7.7.1.1.1.7. Conflicts of interest, including identification, disclosure, and management.

A.7.7.2. Annual Training

A.7.7.2.1. In accordance with §409.987(4)(b), F.S., the Lead Agency shall ensure that board members participate in Department required annual training related to their responsibilities. Training may be provided by the Lead Agency or an approved third-party vendor and must at a minimum include the following:

A.7.7.2.1.1. Financial Literacy Oversight

A.7.7.2.1.1.1. Risk management and financial sustainability. Board members shall receive training on identifying, evaluating, and overseeing financial and operational risks and the organization's financial sustainability, including interpretation of budgets, cash flow, and expenditure trends to ensure resources support ongoing, uninterrupted service delivery.

A.7.7.2.1.1.2. Compliance with financial reporting requirements.

A.7.7.2.1.1.3. Prevention and detection of financial fraud, waste, and abuse.

A.7.7.3. Overview of the Child Welfare System

A.7.7.3.1. Oversight responsibilities of the Department including expectations related to ongoing monitoring and reporting requirements.

A.7.7.4. Strategic Planning

A.7.7.4.1. Developing and updating the organization's strategic plan.

A.7.7.4.2. Aligning organizational goals with the mission.

A.7.7.4.3. Monitoring progress and adjusting strategies, as needed.

A.7.7.4.4. Identifying opportunities and mitigating risks.

A.7.7.4.5. Ensuring quality of care and services provided by the agency.

A.7.7.4.6. Developing and implementing emergency response plans, including identifying roles of board members during crises or disasters.

A.8. FEDERAL FUNDS APPLICABILITY

A.8.1. The Lead Agency and its subcontractor(s) shall comply with all applicable federal and state laws, rules, and regulations as amended from time to time, that affect the subject areas of the contract, whether or not explicitly referenced herein.

A.9. CLIENT SERVICES APPLICABILITY

A.9.1. The Lead Agency shall comply with all applicable terms related to the provision of services under this Contract for clients designated in **B.4.**

A.10. PROPERTY

A.10.1.1. The Lead Agency shall comply with all applicable state and federal laws, regulations, and guidance governing the acquisition, use, management, control, inventory, maintenance, and disposition of property purchased in whole or in part with funds provided under this Contract, including 2 CFR §§ 200.310-200.316, as may be amended.

A.10.1.2. The Lead Agency shall maintain effective control over and accountability for all such property and shall adequately safeguard all property to prevent loss, damage, or theft. At a minimum, the Lead Agency shall:

A.10.1.2.1. Maintain property records containing a description of the property, serial number or other identification number, funding source, title holder, acquisition date, cost, percentage of federal participation, location, use, condition, and disposition information;

A.10.1.2.2. Conduct and document a physical inventory of property at least once every two years, reconcile the results with property records, and resolve any discrepancies;

A.10.1.2.3. Establish and maintain adequate maintenance procedures to keep property in good condition;

A.10.1.2.4. Obtain prior written approval from the Department before selling, transferring, disposing of, or encumbering property when required by state or federal law;

A.10.1.2.5. Ensure that property is used solely for authorized program purposes during the period of performance or useful life, as applicable; and

A.10.1.2.6. Comply with all federal and state disposition requirements, including reimbursement obligations related to the federal or state share of property proceeds or fair market value.

A.10.1.3. Title to property acquired under this Contract shall vest in accordance with applicable federal and state law and the terms of this Contract. Upon termination or expiration of the Contract, the Department may require transfer, disposition, or return of property in accordance with written instructions provided by the Department.

A.11. AMENDMENT IMPACT

A.11.1. There are no additional provisions to this section of the Standard Contract.

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EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. The Lead Agency shall deliver a comprehensive array of child protection and child welfare services as defined in §409.986 and §409.988, F.S., to children and families in the geographic area described in **B.3.1.**, while ensuring each child's safety, well-being and permanency.

The Lead Agency shall conduct all activities supported by this Contract in accordance with the Department's Request for Proposals, and its response. Both Request for Proposals and the response are hereby incorporated by reference and shall be maintained in the Lead Agency's and the Department's official files. The Contract shall control in the event of any conflict with the response.

B.2. MAJOR CONTRACT GOALS

B.2.1. In accordance with §409.986(1)(a), F.S., it is the intent of the Legislature that the Department of Children and Families provide child protection and child welfare services to children through contracting with community-based care Lead Agencies. It is the further intent of the Legislature that communities have responsibility for and participate in ensuring safety, permanence, and well-being for all children in the state. It is the goal of the department to protect the best interest of children by achieving the outcomes stated in §409.986(2), F.S., in conjunction with the community-based care Lead Agency, community-based subcontractors, and the Community Alliance. A community-based Lead Agency must perform the services in a manner that provides services in the least restrictive, most family-like setting appropriate for the child's clinical and behavioral needs, which reduces the number of moves a child or youth must make while in care, and engages communities to assist children and youth in achieving safety, permanency, and well-being, specifically the service objectives inherent in the following quality indicators:

B.2.1.1. Children are safe in their placements

B.2.1.2. Children are placed in their home communities

B.2.1.3. Children are appropriately served in the least restrictive environment, appropriate for their clinical and behavioral needs, that support minimal moves for the child

B.2.1.4. Connections to the family and others important to the child are maintained, whenever safe to do so

B.2.1.5. Children are placed with their siblings, whenever safe to do so

B.2.1.6. Children remain in their school of origin, whenever possible

B.2.1.7. To be fully prepared for a successful transition to adulthood, children and youth are provided opportunities and experiences to promote independence and attainment of life skills

B.2.1.8. Children and youth are provided opportunities and activities similar to those experienced by their non-foster care peers.

B.2.1.9. Children and youth are provided opportunities to participate in decisions that impact their lives

B.2.1.10. Frequent and quality family engagement to encourage, support, and promote reunification of children with the biological parents of the children, whenever possible and safe to do so

B.2.1.11. Promotion of the placement of children with relative, fictive kin and non-relative caregivers.

B.2.1.12. Recruitment and support for quality foster parents

B.2.1.13. Recruitment and support for quality adoptive parents

B.2.2. The Lead Agency shall make every reasonable effort to deliver a comprehensive array of services that are evidence-based, trauma-informed, and aligned with the Department's statutory mission to ensure the safety of children, promote permanency, and support the well-being of families in accordance with Chapter 39, F.S. The service array shall include, at a minimum:

B.2.2.1. Prevention services to prevent children from entering foster care. These services shall focus on strengthening families and mitigating risk factors that may otherwise result in removal and may include but are not limited to services through the faith-based community, not-for-profits, and evidence-based services. The Lead Agency shall pursue opportunities to leverage community partnerships, not-for-profit organizations, faith-based organizations, and external funding sources to support the development and sustainability of prevention services within the service array.

B.2.2.2. Family Support Services for in-home cases in which there is a high or very high risk of future maltreatment. Family Support Services shall provide targeted interventions to stabilize families experiencing elevated safety risks. Services shall be designed to reduce recurrence of maltreatment, enhance protective capacities, and ensure children remain safely with their families.

B.2.2.3. Safety Management and Family Preservation Services for in-home cases. These services shall address active safety threats through structured safety planning, intensive in-home supports, and continuous monitoring.

B.2.2.4. Placement services for out-of-home care. Placement services shall ensure children who cannot safely remain at home are placed in safe, stable, and least restrictive settings that meet their individual needs. The Lead Agency shall prioritize placement stability, sibling connections, proximity to home communities, and continuity of education and health care, while pursuing timely permanency.

B.2.2.5. Youth and Young Adult Transition Services (including Extended Foster Care, Aftercare, and Postsecondary Education Services and Support). Transition services shall prepare youth for successful adulthood through education, employment readiness, housing stability, life skills development, transition planning and supportive connections. In addition, services extend to post 18 years of age and include programs to transition young adults to a developmentally appropriate level of sufficiency consistent with their abilities. Focus shall be placed on outcomes for young adults to include improving financial self-sufficiency, reducing experiences with homelessness, improving educational attainment, ensuring positive connections, supporting job readiness and attainment, reducing high-risk behaviors, and ensuring access to health insurance and other necessary resources essential for success. The Lead Agency shall ensure timely access to medical, dental, mental health, educational stability, and supportive transition services to promote resilience and long-term success. All transition services shall be provided through a trauma-informed lens.

B.2.2.6. Reunification services. Reunification services shall focus on addressing the conditions that led to removal, strengthening parental protective capacities, and facilitating safe and timely return of children to their families when appropriate. Reunification is the preferred permanency outcome when it can be achieved safely and in a manner consistent with the child's health and well-being.

B.2.2.7. Adoption services. Adoption services shall promote timely permanency for children who cannot be safely reunified with their families. Services shall include timely preparation of families for adoption when the family is identified as a prospective adoptive placement for a specific child(ren), recruitment of adoptive families for children without an identified prospective adoptive placement, preparation of children for adoption, including but not limited to early identification of emerging behavioral, developmental, or mental health needs, connecting children to adoption-competent services, training and support for current and prospective adoptive parents, providing other services as needed to support the child, and providing ongoing support for adoptive families. Post-Adoption Services. Post-adoption services shall promote the long-term stability and well-being of children and families following adoption finalization. The Lead Agency shall deliver a continuum of post-adoption services that are evidence-based, trauma-informed and accessible to adoptive families throughout the child's minority, and where applicable, throughout the transition to adulthood.

B.2.2.8. Guardianship Assistance. These services shall support permanency through permanent guardianship arrangements when reunification or adoption is not appropriate. These services shall preserve stable family connections and provide financial and supportive resources necessary to sustain permanency.

B.2.3. SERVICE AREA/LOCATIONS/TIMES

B.2.3.1. Geographic Service Area - Services shall be provided in **Pasco & Pinellas counties**. As provided in Rule 65C-30.018, Florida Administrative Code (F.A.C.), out-of-county services will be provided as agreed between contracted service providers and shall be provided expeditiously without delay upon notification of a child or family residing in a county outside of the Lead Agency's catchment area (**Attachment 1**, Incorporated Documents).

B.2.3.2. Services under this Contract shall be provided 24 hours per day, seven days a week.

B.3. CLIENTS TO BE SERVED

B.3.1. Services are provided to children and families who need prevention services designed to prevent the removal of children from their home of origin, family support services, family preservation and safety management services for families considered high or very high risk for removal of a child, out-of-home care, in-home supervision, independent living, case management services and out-of-home care placements, reunification services, services and supports for foster and adoptive families, guardianship assistance, adoption services and post-adoption services. Clients who qualify for services under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, 402 and 409, F.S., and Rules 65C-15 through 65C-17, 65C-27 through 65C-30, 65C-33, 65C-35, 65C-38, and 65C-41 through 65C-46, F.A.C., and Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in **A.6.3.**, shall be implemented.

B.4. CLIENT ELIGIBILITY/CLIENT DETERMINATION

B.4.1. In accordance with §409.988(1)(a), F.S., the Lead Agency shall serve all children referred as a result of a report of abuse, neglect, or abandonment to the Department's central abuse hotline, including, but not limited to, children who are the subject of verified reports and children who are not the subject of verified reports but who are at moderate to extremely high risk of abuse, neglect, or abandonment, as determined using the department's risk assessment instrument, regardless of the level of funding allocated to the Lead Agency by the state if all related funding is transferred. The Lead Agency may also serve children through prevention services not contingent upon a child protective investigation or formal risk scoring that may include community-based children through existing continuums such as but not limited to parents/caregivers requesting assistance, local review teams, and community resource centers.

B.5. EQUIPMENT

B.5.1. The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this Contract as addressed in the "Lead Agency Tangible Personal Property Requirements" **(Attachment 1**, Incorporated Documents**).**

B.6. CONTRACT LIMITS

B.6.1. Mitigating Financial Risk to The Lead Agency

B.6.1.1. The Community-Based Care Risk Pool established by §409.990(8), F.S., is used to mitigate the financial risk to eligible Lead Agencies.

B.6.1.2. If the Lead Agency requests additional funding (from Community-Based Care Risk Pool funds or other budgetary process) either in excess of 5% of its current annual funding or for two consecutive years, as a precondition for receipt of the funding, an audit may be required. The Lead Agency shall be required to comply with an audit performed by an independent firm chosen and paid for by the Department to evaluate the effectiveness of internal controls and efficient use of the organization's funding in performing the duties of this Contract. The Department has the sole discretion to identify additional circumstances for when a financial audit is necessary, including but not limited to, concerns from the Risk Pool Committee or the Lead Agency's failure to maintain its financial viability.

B.6.1.3. The Lead Agency is expressly prohibited from authorizing or incurring indebtedness on behalf of the Department.

B.6.1.4. In accordance with §409.992(3), F.S., Lead Agency administrative employees may not receive a salary, whether base pay or base pay combined with any bonus or incentive payments, in excess of 150% of the annual salary paid to the Secretary of the Department from state-appropriated funds, including state-appropriated federal funds. This limitation applies regardless of the number of contracts a community-based care Lead Agency may execute with the Department. This subsection does not prohibit any party from providing cash that is not from appropriated state funds to a community-based care Lead Agency administrative employee.

B.6.1.4.1. In accordance with **7.13,** the Lead Agency shall complete the Executive Compensation Annual Report (Form PCMT-08) located at https://www.myflfamilies.com/general-information/contracted-client-services/library and return it to the Department annually, on or before May 1 for the current fiscal year. This submission shall include the relevant 990 forms. Any additional supporting documentation requested must be provided by the Lead Agency to the Department within three business days of request or financial penalties shall apply as outlined in **6.1.**

B.6.1.4.2. The Lead Agency shall provide annually to the Department on or before October 1, for the preceding fiscal year, payroll records from their payroll system for the highest paid administrative employee whose salary was charged, in whole or in part, to any contract with the Department.

B.6.1.4.2.1. Pursuant to § 409.992(3), F.S., a Lead Agency administrative employee, including a Chief Executive Officer (CEO), may not receive a salary in excess of 150% of the Department of Children and Families Secretary's annual salary, from state-appropriated funds, including state-appropriated federal funds. This limit applies to the aggregate compensation funded by state-appropriated funds across all Community Based Care contracts held by the Lead Agency, regardless of the number of such contracts. The Lead Agency shall not allocate, distribute, or attribute compensation across multiple contracts for the purpose of avoiding or circumventing this limitation.

B.6.1.4.2.2. For purposes of this section, "total compensation" includes all compensation elements funded by state-appropriated funds, including, but not limited to salary (regular, overtime, and retroactive pay), bonuses, incentives, allowances, deferred compensation, employer-paid benefits, insurance, taxes, and any other form of remuneration or financial benefit.

B.6.1.4.2.3. Upon request, the Lead Agency shall provide documentation sufficient to demonstrate compliance with this section, which may include: payroll records and general ledger detail, funding source identification (state, federal, non-state), allocation schedules showing how compensation funded by state-appropriated funds was determined, and time distribution records or other reasonable support, if applicable.

B.6.1.4.2.4. The Department may request clarification or additional supporting documentation sufficient to demonstrate compliance with this subsection, including records reflecting how compensation funded by state-appropriated funds was determined and distributed. The Lead Agency shall respond to the Department within two business days.

B.6.1.4.2.5. If the Department identifies potential noncompliance, the Department shall provide written notice describing the concern. The Lead Agency shall have five business days to respond and, if applicable, propose a corrective action plan. The Department shall consider the response in good faith prior to making a final determination.

B.6.1.4.2.6. If noncompliance is confirmed, remedies may include disallowance or recoupment of state-appropriated funds paid in excess of the statutory limitation, required corrective action, or other contract remedies as authorized, provided such remedies are proportionate to the noncompliance.

B.6.1.4.2.7. Subcontracting Limitations

B.6.1.5. The Lead Agency shall not subcontract for any services allowable under this Contract with any person or entity which:

B.6.1.5.1. Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

B.6.1.5.2. Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice;

B.6.1.5.3. Is ineligible for contracting pursuant to the standards in §215.473(2), F.S.

B.6.1.6. The Lead Agency's procurement policies and procedures shall include processes for competitive procurement, market testing, provider outreach, and documentation demonstrating good faith efforts to identify and solicit qualified providers in accordance with applicable provisions of Chapter 287 and Chapter 409, F.S.

B.6.2. Compliance with All State Laws and Rules and Federal Laws and Regulations

B.6.2.1. The Lead Agency will comply with, and ensure that all its subcontractors comply with, all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOPs) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. A partial list is available within the "Lead Agency Authority and Requirements Reference Guide " (**Attachment 1**, Incorporated Documents). The Lead Agency has an obligation to identify and understand all state laws and rules, federal laws and regulations, and Department CFOPs. Department policy memos will be issued through the CM to the Lead Agency's designated official point of contact.

B.6.3. Policies and Procedures

B.6.3.1. The Lead Agency shall develop and shall maintain policies and procedures to execute duties under the resulting contract. Policies and procedures developed by the Lead Agency must be at least as restrictive of those included in any Department or federal statute, rule, or regulation. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. Department-approved Lead Agency policies and procedures will be valid for the term of this Contract, updating as necessary to align with changes in statute, rule, or operating procedures. The Lead Agency shall submit, upon request, policies and procedures to the Department within five business days of the request.

B.6.3.2. The Lead Agency must annually provide written and published operating procedures determined by the Department that detail timelines and procedures to maximize the use of concurrent case planning, minimize the time to complete preliminary and final adoptive home studies, streamline data entry into the statewide child welfare information system, and policies related to permanency.

B.6.4. Pending Litigation

B.6.4.1. The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in any case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom may be considered, at the discretion of the Department, under **B.7.1.** The Lead Agency will notify the Department of all lawsuits related to this Contract or services, within three business days of receipt of service. Thereafter, the Lead Agency shall provide status updates regarding such lawsuits every 30 days therefrom until resolution of the suit.

B.6.5. Receivership

B.6.5.1. The Department may petition a court of competent jurisdiction for the appointment of a receiver for a community-based care Lead Agency in accordance with §409.994, F.S.

EXHIBIT C – TASK LIST

The Lead Agency shall perform all functions necessary for the effective delivery of services including, but not limited to, conducting person and family-centered assessments and developing individualized service plans, ensuring timely access to and availability to a full continuum of interventions, promoting coordination and integration across systems of care; maintaining respectful, responsive and inclusive communication; and achieving meaningful, outcome driven results, full spectrum service intervention availability and timely access to those services, integration of systems, respectful and ongoing communication in a responsive and inclusive manner, and effective outcomes.

C.1. SERVICE TASK

C.1.1. Safety

C.1.1.1. Protect children from abuse, neglect and abandonment.

C.1.1.2. All network development and planning activities shall reflect the Department's overarching mission to protect children while strengthening and preserving families whenever safely possible.

C.1.1.3. Provider contracts and performance expectations shall prioritize:

C.1.1.3.1. Safe maintenance of children in their homes.

C.1.1.3.2. Children shall not experience new episodes of abuse, neglect or abandonment.

C.1.1.3.3. Recruitment and retention of high-quality foster and adoptive parents who promote safe and stable child-care and are equipped to meet the diverse needs of children and families served.

C.1.2. Well-Being

C.1.2.1. Preserve and strengthen families whenever safely possible.

C.1.2.2. Florida's families shall have the opportunity to nurture, protect and meet the needs of their children and be well integrated into their communities.

C.1.2.3. Ensure the well-being of children served.

C.1.2.4. Provider contracts and performance expectations shall prioritize:

C.1.2.4.1. Placement with relatives, fictive kin, or non-relative caregivers whenever removal is necessary and whenever safe to do so.

C.1.2.4.2. Placement shall be of the least restrictive means and promote safety, stability, and well-being for the child.

C.1.3. Permanency

C.1.3.1. Florida's children will enjoy long-term, secure relationships within strong families and communities

C.1.3.2. Provider contracts and performance expectations shall prioritize:

C.1.3.2.1. Timely permanency that is aligned with the child and family's safety and well-being.

C.1.4. Alignment

Failure to align network development and service delivery with these priorities may result in corrective action pursuant to this Contract.

C.2. RESPONSIBILITIES OF THE LEAD AGENCY

The Lead Agency shall be responsible for the following actions through a lens of safety-focused, family-centered, trauma-informed and trauma-responsive approaches through:

C.2.1. Service Delivery

C.2.1.1. Delivery of foster care and related services based on a trauma-sensitive, individualized case plan developed in accordance with state safety measurement standards, including §§39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S. Placements must comply with §39.001(1)(i), F.S., Rules 65C-15,

65C-28, 65C-30, 65C-45, and 65C-46, F.A.C., and CFOP 170-11, Chapter 12. All services and actions taken must be documented in the statewide child welfare information system.

C.2.1.2. The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1)

C.2.2. Prevention Services

The Lead Agency shall ensure access to prevention services, in accordance with Florida's Federally approved Title IV-E Prevention Plan. These services shall divert from entry into the child welfare system or higher levels of care. These services shall include but are not limited to:

C.2.2.1. Family Support Services

C.2.2.2. Safety Management Services

C.2.2.3. Family Preservation Services (In Home Non-Judicial Case Management Services)

C.2.3. Judicial Services

C.2.3.1. Out of Home Case Management Services

C.2.3.2. Placement Services

C.2.3.3. Recruitment and Retention of Quality Foster Homes

C.2.4. Post-Judicial Services

C.2.4.1. Post Adoption

C.2.4.2. Guardianship Assistance Program

C.2.5. Interagency and Community Collaboration

C.2.5.1. The Lead Agency acknowledges that some families and children at risk of abuse or neglect may be involved in multiple systems, requiring coordinated cross-system collaboration.

C.2.5.2. The Lead Agency shall collaborate with each Department, agency, or entity as appropriate, to include, but not be limited to:

C.2.5.2.1. Agency for Healthcare Administration

C.2.5.2.2. Agency for Persons with Disabilities

C.2.5.2.3. Department of Education

C.2.5.2.4. Department of Health

C.2.5.2.5. Department of Juvenile Justice

C.2.5.2.6. Other agencies serving children and families within the system to include faith-based organizations.

C.2.5.3. The Lead Agency shall develop, maintain, and manage a comprehensive network of qualified providers, contingent upon available funding, that is aligned with the Department's statutory mission.

C.2.5.4. The Lead Agency shall participate in the creation of an annual Local Community Prevention Plan, as outlined in §39.001(10)(b)6, F.S., with the local community alliance or similar compilation of community stakeholders where a community alliance does not exist, local school board, and other relevant stakeholders.

C.2.6. Stakeholder and Lived Expert Collaboration

C.2.6.1. If not already in existence, within 90 days of execution of this Contract, the Lead Agency shall establish separate Lived Experience Councils for youth currently or formerly served by the Lead Agency and parent(s) who are currently or were previously served by the Lead Agency in their catchment area. The Lived Experience Councils shall be established, led, and facilitated directly by the Lead Agency. The Lead Agency may not delegate primary responsibility for the governance, facilitation, or administration of the Councils to a subcontractor or external entity. While external subject matter experts or facilitators may participate in meetings as needed, the Lead Agency shall retain full responsibility and oversight for the Council operations.

C.2.6.2. The Lived Experience Councils must meet quarterly, at a minimum, in person or via teleconference or other electronic means to solicit feedback on these individuals' experiences and gather input on topics designed to improve the local systems of care and experiences of those involved and impacted by the child welfare system. Each meeting must have a formal agenda and recorded meeting minutes.

C.2.6.3. The Lead Agency shall submit a single, comprehensive semiannual Lived Experience Councils Report to the Department's CM and the Lead Agency Board of Directors no later than June 30 and December 31 of each year. This report must be made publicly available on the Lead Agency's website. The reporting requirement applies regardless of whether the councils were established prior to or after execution of this contract. At a minimum, the semiannual Lived Experience Councils Report shall include:

C.2.6.3.1. Council Structure and Governance, including: description of the Council's structure and governance model, recruitment and selection process for Lived Experience members, membership composition, including participant categories represented, identification of Lead Agency staff responsible for facilitation and oversight, meeting frequency and format and, for newly established councils, timeline and milestones for operationalization.

C.2.6.3.2. Meeting documentation for each Council including: Dates of all meetings held during the reporting period, agendas for each meeting, meeting minutes or written summaries documenting attendance (by participant category), key discussion topics, identified concerns and system strengths and recommendations made by Council members.

C.2.6.3.3. Identified Themes and System Improvement Areas, including: summary of recurring themes across meetings, areas of concern or system gaps identified, feedback regarding policies, procedures and service delivery practices, and youth-and parent-identified barriers to safety, permanency, and well-being outcomes

C.2.6.3.4. Agency Response and Implementation Plan, including: specific actions taken in response to recommendations, planned improvement activities, implementation timelines, status updates on previously identified action items, and rationale for any recommendations not adopted.

C.2.6.3.5. System Impact and Continuous Quality Improvement Integration, including: description of policy, procedural, training, or practice changes as a result of each Council's input, explanation of how lived experience feedback was incorporated into strategic planning, continuous quality improvement activities, or performance improvement efforts, and where applicable, measurable indicators demonstrating system improvements attributable to each Council's input.

C.2.6.4. The Lead Agency Board of Directors shall formally receive and review the semiannual Lived Experience Councils report during a publicly noticed meeting. Board meeting minutes shall reflect acknowledgement of the report and any discussion regarding implementation or follow-up activities.

C.2.6.5. The Lead Agency shall establish and maintain an organization wide operating process and procedure that allows access 24 hours per day, seven days per week, for individuals currently receiving services through the Lead Agency, including youth, young adults, parents, foster parents, adoptive parents, and relative, fictive kin or non-relative kin caregivers, to request service referrals or assistance for identified needs. During the Lead Agency's normal business hours, there shall be a live response within 24 hours of the request. After normal business hours, coverage may be provided through an automated message or other customary means. In all cases, the individual shall receive a live response no later than the next business day.

C.2.6.6. The Lead Agency shall review information collected through the access system described in **C.2.6.5.** at least quarterly to identify trends related to service requests, unmet needs, barriers to access, and recurring concerns. Based on this review, the Lead Agency shall implement operational or process adjustments, as appropriate, to address identified trends and improve service responsiveness and accessibility. Documentation of quarterly reviews and any resulting adjustments shall be maintained and made available to the Department upon request.

C.2.6.7. Satisfaction Surveys of Individuals Served: The Lead Agency shall develop, administer, and maintain a structured process for soliciting satisfaction feedback from individuals currently receiving or who have recently received services through the Lead Agency or its contracted case management providers. Satisfaction surveys shall be administered no less than annually and may be administered at key case milestones, including but not limited to case closure, reunification, adoption finalization, or service completion. Surveys may be conducted electronically, telephonically, in writing, or through other accessible methods. The Lead Agency shall ensure surveys are voluntary and confidential, available in languages reflective of the service population, developmentally appropriate for youth respondents and designed to encourage candid feedback. Individuals surveyed shall include, at a minimum, as applicable:

C.2.6.7.1. Youth in out of home care

C.2.6.7.2. Young adults receiving transition services

C.2.6.7.3. Parents receiving in home or reunification services

C.2.6.7.4. Foster Parents

C.2.6.7.5. Adoptive Parents

C.2.6.7.6. Relative, fictive kin, and non-relative caregivers

C.2.6.7.7. At a minimum the surveys shall solicit feedback regarding:

C.2.6.7.7.1. Accessibility of services

C.2.6.7.7.2. Timeliness of responses

C.2.6.7.7.3. Respectful treatment

C.2.6.7.7.4. Clarity of communication

C.2.6.7.7.5. Overall satisfaction with services

C.2.6.7.7.6. Suggestions for improvement

C.2.6.7.8. The Lead Agency shall aggregate and analyze survey results at least annually to identify trends, strengths, and areas needing improvement. Survey findings shall be incorporated into the Lead Agency's Continuous Quality Improvement process and used to inform policy and procedure modifications, training initiatives, provider performance management and service array adjustments.

C.2.6.7.9. The Lead Agency shall include a summary of satisfaction survey findings in its annual report to the Department due on or before December 1. The report shall include:

C.2.6.7.9.1. The number of surveys distributed and response rate

C.2.6.7.9.2. Summary of key themes

C.2.6.7.9.3. Identified areas of concern

C.2.6.7.9.4. Corrective or improvement actions taken or planned in response to feedback

C.2.6.7.10. Failure to administer satisfaction surveys or to incorporate survey findings into quality improvement efforts may result in corrective action in accordance with this Contract.

C.2.7. Prevention Services

C.2.7.1. The Lead Agency shall identify, maintain and promote services and interventions that prevent unnecessary removal of children from their homes, strengthens parental protective capacities and resolve the conditions that led to Department involvement, addresses safety threats through evidence-based, family centered, trauma-informed and trauma-responsive practices, and supports families in resolving the conditions that led to Department involvement.

C.2.7.2. The Lead Agency shall ensure access to prevention services, in accordance with Florida's Federally approved Title IV-E Prevention Plan.

C.2.7.3. The Lead Agency shall ensure that relatives, fictive kin or kin, non-relative caregivers and natural support networks are engaged in every case to strengthen family stability and reduce risk of

removal. This includes the identification with the family of informal caregivers and the development of back-up safety supports.

C.2.7.4. All case related activities including, but not limited to, safety plans, service referrals, contacts with parents, children, collateral sources of information, assessments, and case decisions shall be entered into the appropriate modules within the statewide child welfare information system within two business days.

C.2.7.5. Prevention services for children at imminent risk of entering foster care with a priority on services that utilize evidenced-based practices to prevent entry into foster care as designated in the federal Administration of Children and Families Title IV-E Prevention Services Clearinghouse (Clearinghouse), California Evidence-Based Clearinghouse or other best practices and promising programming such as services delivered through the Ounce of Prevention Fund of Florida and Healthy Families.

C.2.7.6. The Lead Agency shall identify and utilize evidence-based services from Florida's approved Title IV-E Prevention Plan, based on the needs of their community and follow all documentation and claiming requirements, when requested by the Department.

C.2.8. Family Support Services

C.2.8.1. The Lead agency shall ensure Family Support Services are provided to families in which children can safely remain in the home but present a high or very high risk of future maltreatment.

Services shall focus on strengthening protective capacities, reduction of risk factors and preventing removal.

C.2.8.2. Families eligible for Family Support Services shall include:

C.2.8.2.1. Cases with high or very high risk scores.

C.2.8.2.2. Victims of Human Trafficking who have been determined safe or have no safety determination.

C.2.8.2.3. Families with prior verified findings who pose elevated risk of maltreatment recurrence.

C.2.8.3. The Lead Agency shall receive referrals for Family Support Services from the Child Protective Investigations team in their catchment area.

C.2.8.4. The Lead Agency shall develop and maintain a centralized mechanism for receiving referrals for Family Support Services.

C.2.8.5. A Family Support Services Professional shall be assigned within two business days of referral receipt.

C.2.8.6. Family Support Services shall be initiated within five business days of case assignment by conducting a face-to-face visit. Initial contact with the family shall include:

C.2.8.6.1. Review of risk factors

C.2.8.6.2. Identification of protective capacities

C.2.8.6.3. Determination of contact based on child and family need

C.2.8.6.4. Development of a Prevention Services Plan. The Plan shall be written and tailored to address identified risk factors and enhance protective capacities. The parents and their identified support system shall be included in the development. The plan shall include:

C.2.8.6.4.1. Clearly defined behavioral objectives

C.2.8.6.4.2. Identification of necessary services and service providers

C.2.8.6.4.3. Responsible parties

C.2.8.6.4.4. Measurable outcomes

C.2.8.6.4.5. Timeframes for re-evaluation/re-assessment

C.2.8.7. The assigned Family Support Services Professional shall maintain face-to-face contact with the child(ren) and caregiver(s) in their home at a frequency of no less than once per 30 days. Frequency may be increased as required based on risk level and family's needs. Contact shall include:

C.2.8.7.1. An assessment of safety conditions

C.2.8.7.2. Discussion and evaluation of service participation

C.2.8.7.3. Adjustment of the Services Plan as necessary

C.2.8.8. The Lead Agency shall actively engage relatives, fictive kin, or non-relative caregivers and natural support networks to strengthen family stability and reduce risk of removal. This includes the identification with the family of informal caregivers and the development of back-up safety supports.

C.2.8.9. The Lead Agency shall notify the referring CPI if the family refuses to engage in Family Support Services to assess whether the CPI needs to attempt to re-engage and promote participation in Family Support Services.

C.2.8.10. All service referrals, contacts, assessments, and case decisions regarding Family Support Services shall be entered into the Family Support Module within the statewide child welfare information system within two business days. Documentation of the referral and associated case actions within the chronological notes alone does not satisfy this requirement.

C.2.9. Safety Management Services

C.2.9.1. The Lead Agency shall provide formal safety management services to children who meet the requirements of Rule 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management.

C.2.9.2. If, at any point during the investigation process, the CPI identifies a need for a Present Danger Safety Plan that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal safety services.

C.2.9.3. The Lead Agency shall develop and maintain a centralized mechanism for receiving referrals for Safety Management Services.

C.2.9.4. The Lead Agency must assign the referral to a Safety Management Service Professional to conduct Safety Management Services within one business day of referral receipt.

C.2.9.5. The Lead Agency will identify the type of safety management service necessary to manage the danger threat and comply with all Operating Procedures governing these activities:

C.2.9.5.1. Behavior Management Category

C.2.9.5.1. Crisis Management Category

C.2.9.5.1. Social Connection Category

C.2.9.5.1. Resource Support Category

C.2.9.5.1. Separation Safety Category

C.2.9.6. The Safety Management Services Professional shall initiate face-to-face contact with the family in a time frame aligned with meeting their individual needs but no later than two business days from referral assignment.

C.2.9.7. The Lead Agency shall notify the referring CPI if the family refuses to engage in Safety Management Services to assess whether the CPI needs to attempt to re-engage and reinforce the safety plan and associated safety actions.

C.2.9.8. The Lead Agency shall ensure that safety plans are managed throughout the duration of safety management services and following case transfer. The Lead Agency shall continuously monitor implementation of the safety plan in accordance with its terms through ongoing contact with the child, family, and any identified safety monitors. The Lead Agency shall assess whether all safety actions are being implemented as intended and whether the safety plan remains sufficient to manage identified danger threats. If the Lead Agency becomes aware of concerns

regarding implementation of the safety plan, changes in family circumstances, noncompliance with safety actions, or any condition that may compromise child safety or warrants modification of the safety plan, the Lead Agency shall immediately notify the assigned Child Protective Investigator and take immediate action, in coordination with the Department, to ensure child safety.

C.2.9.9. The assigned Child Welfare Professional shall maintain face-to-face contact with the child(ren) and caregiver(s) in their home at a frequency of no less than once per 30 days or as appropriate based on the case circumstances and conditions of the safety plan. Frequency may be tailored to to meet the needs of the family, identified safety concerns and conditions of the safety plan.

C.2.9.10. The Lead Agency shall develop internal methods to evaluate the quality and effectiveness of the formal safety management services delivered.

C.2.10. Family Preservation Services (In Home Non-Judicial Case Management Services)

C.2.10.1 The Lead Agency shall provide family preservation services to children who meet the requirements of Rule 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management. Family Preservation Services must be intensive and prioritize early in-home engagement with a focus on strengthening protective capacities, mitigation of danger threats, reduction of risk factors and maintenance of children in home with their parent(s) or caregiver(s).

C.2.10.2. The Lead Agency shall develop and maintain a centralized mechanism for receiving notification of cases that shall be transferred via the Case Transfer process for ongoing service provision through an In-Home Non-Judicial Action. Case Assignment requirements shall be adhered to as outlined in “Guidelines for Case Assignment**,** Family Preservation and Judicial Services” (**Attachment 1**, Incorporated Documents).

C.2.10.3. Case Transfer requirements shall be adhered to as outlined in “Guidelines for Case Transfer, Family Preservation and Judicial Services” (**Attachment 1**, Incorporated Documents).

C.2.10.4. The Lead Agency shall ensure that safety plans are managed following case transfer.

C.2.11. The Lead Agency shall utilize service delivery practices that:

C.2.11.1. Apply a Trauma-Informed and Trauma-Responsive approach by acknowledging trauma in both parents and children and providing focus on healing and stability.

C.2.11.2 Ensure parents are engaged as active participants to the fullest extent possible.

C.2.12. Family Preservation Services shall be initiated within two business days of case assignment by conducting a face-to-face visit. Initial contact with the family shall include:

C.2.12.1. Review of reason for in home non-judicial case management services

C.2.12.2. Identification of protective capacities

C.2.12.3. Review of the safety plan and associated safety actions, as well as any need for modification based on existing circumstances

C.2.12.4. Determination of contact frequency based on child and family need

C.2.12.5. Development of a Case Plan - The Case Plan shall be a written plan tailored to address identified risk factors and enhance protective capacities. The parents and their identified support system shall be included in the development. The plan shall include:

C.2.12.5.1. Clearly defined behavioral objectives;

C.2.12.5.2. Identification of necessary services and service providers;

C.2.12.5.3. Responsible parties;

C.2.12.5.4 Measurable Outcomes.

C.2.12.5.5. Timeframes for re-evaluation/re-assessment

C.2.12.5.6. The assigned Child Welfare Professional shall maintain face-to-face contact with the child(ren) and caregiver(s) in their home at a frequency of no less than once per thirty (30) days.

C.2.12.5.7. Frequency of in home visits shall be determined based on risk and safety needs.

C.2.13. Contact shall include:

C.2.13.1. An assessment of safety conditions

C.2.13.2. Discussion and evaluation of service participation

C.2.13.3. Case plan progress and adjustment of the Case Plan, as necessary

C.2.13.4. Review of the safety plan and associated safety actions, as well as any need for modification based on existing circumstances

C.2.13.5. The Lead Agency shall notify the referring CPI if the family refuses to engage in Family Preservation Services to assess whether the CPI needs to attempt to re-engage and promote participation in Family Preservation Services.

C.2.14. Judicial Services

C.2.14.1. The Lead Agency shall provide ongoing services to families who meet the requirements of Rule 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including timely access and a Dependency Case Manager as secondary to the case within twenty-four hours of the shelter hearing to ensure expedient access to services upon removal of any child as a result of an investigation.

C.2.14.2. Case assignment requirements shall be adhered to as outlined in “Guidelines for Case Assignment**,** Family Preservation and Judicial Services” (**Attachment 1**, Incorporated Documents).

C.2.14.3. Case Transfer Staffing requirements shall be adhered to as outlined in “Guidelines for Case Transfer, Family Preservation and Judicial Services” (**Attachment 1**, Incorporated Documents).

Out of Home Case Management Services

C.2.14.4. Permanency is of utmost importance to ensuring a stable living environment for youth in care. The Lead Agency shall meet established federal and Department targets for achieving timely permanency.

C.2.14.5. The Child Protective Investigator, or case manager, when case is already open to case management services, in coordination with the Lead Agency, shall conduct a trauma screening as soon as practical after a child is removed from his or her home, but no later than 21 days after the shelter hearing. If indicated as appropriate or necessary by the trauma screening, the Lead Agency must promptly refer the child for an appropriate trauma assessment which must be completed within 20 days, and if appropriate, immediate trauma responsive services and intervention as needed. To the extent possible, the trauma screening, the assessment, services and interventions, must be integrated into the child’s overall behavioral health treatment planning and services.

C.2.14.6. The Lead Agency shall:

C.2.14.6.1. Develop and implement personalized case plans, tailored to the specific needs of the child(ren) and parent(s), in accordance with §39.6011, F.S., and Rules 65C-28 and 65C-30, F.A.C.

C.2.14.6.2. Establish a primary and concurrent permanency goal.

C.2.14.6.3. Maintain and Strengthen: establish clear goals necessary to ensure family stability and safety to maintain the child(ren) with their parent(s) when the case type is In-Home Judicial or the family is in post-placement supervision.

C.2.14.6.4. Reunification: begin reunification planning from the time the permanency goal of Reunification is established. This shall include clear discussion with the parent/caregiver regarding the danger threat, conditions for return, identification of parent and professional responsibilities, ongoing assessment for case progress that is collaborative and measurable.

C.2.14.6.5. Adoption: begin adoption planning from the time this permanency goal is established in accordance with Rule 65C-16, F.A.C.

C.2.14.6.6. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in §39.001(9)-(10), F.S.

C.2.14.6.7. Pre- and post-adoption support services to adoptive families, including services leading to, and after, finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health, and behavioral management services; services pertinent to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to obligate the Department when all parties have signed an adoption assistance agreement.

C.2.14.6.8. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.

C.2.14.6.9. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of difficult to place, entering into the adoption assistance agreement and providing adoption assistance benefits.

C.2.14.6.10. Collecting, redacting (as necessary), and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted to the prospective adoptive parents, as required by §63.085, F.S., and Rule 65C-16.002, F.A.C.

C.2.14.6.11. The Lead Agency shall annually provide written and published operating procedures that adhere to Department policies and procedures and detail timelines and procedures to maximize the use of concurrent case planning, minimize the time to complete preliminary and final adoptive home studies, streamline data entry into the statewide child welfare information system, and reduce time to permanency.

C.2.14.6.12. The Lead Agency shall gather all information to complete the requirements for the child-specific section of the unified home study, excluding information related to any prospective caregiver, and enter that data into the child welfare information system of record no later than 90 days after the filing of a petition for termination of parental rights. If the prospective adoptive parent is the current caregiver, the Lead Agency may complete the adoption home study after the filing of a petition for termination of parental rights.

C.2.14.6.13. Permanent Guardianship: begin planning for permanent guardianship from the time this permanency goal is established.

C.2.14.6.14. Another Planned Permanent Living Arrangement (APPLA): begin planning for APPLA from the time this permanency goal is established.

C.2.14.6.15. Ensure timely referral and access to necessary, individualized services.

C.2.15. Planning and Case Safety Planning

C.2.15.1. The Lead Agency shall ensure that all safety plans and case plans are individualized and specifically tailored to the unique circumstances, strengths and needs of each child and family.

C.2.15.2. Safety plans shall be developed and implemented when danger threats are present and shall be continuously monitored, evaluated, and modified as necessary, based on updated safety

assessments, family circumstances, and ongoing engagement with the child, family, and identified safety monitors to ensure child safety.

C.2.15.3 Safety plans shall:

C.2.15.3.1. Clearly identify specific danger and safety threats to the child

C.2.15.3.2. Define immediate protective actions necessary to control those threats

C.2.15.3.3. Identify responsible individuals supporting the safety plan

C.2.15.3.4. Include monitoring strategies that identify how the safety plan will be implemented, how it will be monitored, who is responsible for monitoring , and the process for communicating concerns that may affect child safety.

C.2.15.4 The Lead Agency shall utilize appropriate subject matter experts, when necessary, to inform case planning, safety assessments and planning, and permanency recommendations. Expert input shall inform case plan expectations, safety planning decisions, and evaluation of behavioral progress.

C.2.15.5. Experts may include, but are not limited to: Clinical professionals, Behavioral health professionals, Medical professionals, Substance Use disorder specialists, Domestic violence experts, Developmental and educational specialists.

C.2.15.6. When identifying and selecting clinical professionals, behavioral health professionals, medical professionals, substance use disorder specialists, domestic violence experts, developmental and educational specialists, or other subject matter experts, the Lead Agency shall utilize individuals who are licensed, credentialed, certified, or otherwise qualified in accordance with applicable law and accepted professional standards appropriate to the services being provided.

C.2.15.7. Plans shall directly address the conditions that resulted in Department involvement and shall be designed to support the development and demonstration of parental protective capacities to ensure child safety, permanency, and well-being. Generic or standardized plans that do not clearly connect services and tasks to identified safety threats, risk factors, and protective capacity deficiencies are prohibited.

C.2.15.8. Each case plan shall include clearly defined, actionable tasks that require measurable behavioral change by the parent or caregiver. Completion of services alone shall not be considered sufficient evidence of behavioral change. The Lead Agency shall ensure that case plans focus on demonstrated behavioral improvement that reduces or eliminates safety threats. Case plan tasks shall:

C.2.15.9.1. Address the specific safety threats and underlying conditions identified during the assessment.

C.2.15.9.2. Describe the behavioral changes required to ensure the child’s safety.

C.2.15.9.3. Include observable indicators demonstrating successful completion.

C.2.15.9.4. Identify the services or interventions designed to support the required change, and

C.2.15.9.5. Establish timeframes and benchmarks for evaluating progress

C.2.15.9.6. Identify barriers that may impede successful completion of case plan tasks or achievement of behavioral goals and include strategies and reasonable efforts to resolve or mitigate those barriers.**C.2.15.10.**

C.2.15.11. The Lead Agency shall ensure that any service providers engaged to support case plan and safety planning tasks are capable of providing meaningful and timely information and are willing and able to provide direct communication and written documentation sufficient to evaluating whether behavioral change has occurred. Provider feedback should include, but is not limited to, the following:

Participation in services, Behavioral progress related to case plan objectives, Safety concerns, and Clinical recommendations regarding readiness for reunification, visitation expansion, additional service provision recommendations or other permanency options.

C.2.15.12. The Lead Agency shall:

C.2.15.12.1. Ensure case plans are developed with meaningful participation from parents and caregivers congruent unless prohibited by court order.

C.2.15.12.2. File case plans, assessments, progress updates, provider progress reports and judicial reviews within required statutory timeframes.

C.2.15.12.3. Support judicial review and permanency hearings in accordance with §§39.701 and 39.621, F.S.

C.2.15.12.4. Document all case planning activities in the statewide child welfare information system.

C.2.15.12.5. Provide or arrange for evidence-based services designed to address conditions that led to removal.

C.2.16. Case Staffings and Multidisciplinary Coordination

C.2.16.1. For all permanency or critical decision staffings, the Lead Agency shall ensure that relevant case information is compiled and presented for review. These staffing discussions should focus on whether meaningful behavioral change has occurred and whether conditions for safe reunification or alternative permanency options have been met in accordance with Rules 65C-30.002, 65C-30.006, and 65C-30.012, F.A.C., and CFOP 170-1, CFOP 170-9.

C.2.16.2. The Lead Agency shall participate in and coordinate structured staffings to support informed, multidisciplinary decision-making regarding child safety, service planning, and permanency outcomes. Staffings shall be conducted to ensure that critical decisions regarding the child and family are informed by comprehensive information, professional expertise, and collaboration among relevant stakeholders.

C.2.16.3. Invitation and participation of the parent(s), caregiver(s) and child, when appropriate, should be prioritized for scheduling, in accordance with Rules 65C-28.006 and 65C-30.023, F.A.C., and CFOP 170-5.

C.2.16.4. The Lead Agency shall make reasonable efforts to include the child's parent(s), caregiver(s), child, and other appropriate family members in staffings that address case planning, safety planning, and permanency decisions, unless participation is prohibited by court order, safety concerns, or other documented reasons. The Lead Agency shall ensure that family participants receive reasonable notice of the staffing, understand the purpose of the meeting, and are provided an opportunity to share information relevant to the child's safety, well-being, and permanency.

C.2.16.5. Permanency Staffings and Leadership Oversight. In order to ensure that permanency recommendations are carefully evaluated and aligned with statutory requirements and the child's best interest, staffings related to permanency determinations, including recommendations regarding reunification, guardianship, adoption, or termination of parental rights, shall include Lead Agency leadership-level participation. The Lead Agency shall ensure that:

C.2.16.5.1. Permanency staffings include a program director or equivalent leadership representative to participate in discussions involving permanency decisions.

C.2.16.5.2. Executive-level leadership or a designated equivalent authority participates in staffings where termination of parental rights is being considered or recommended.

C.2.16.5.3. When significant barriers to safety, service completion, or permanency progress are identified, the Lead Agency shall convene additional staffings or escalate the case to appropriate leadership to ensure timely resolution and appropriate permanency planning.

C.2.16.5.4. All staffings and decision-making processes shall support the Department's mission to ensure child safety, preserve families whenever safely possible, and achieve timely permanency for children.

C.2.17. Well-Being

C.2.17.1. Education

C.2.17.1.1. The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality childcare, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.

C.2.17.1.2. Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)I.

C.2.17.1.3. Document and upload in the child welfare information system and provide to the child's school the factors considered in determining whether a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining whether it is in the child's best interest to remain in the school of origin shall include input from the child welfare professional, school representative, guardian ad litem, child and child's parent or guardian.

C.2.17.1.4. Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E).

C.2.17.1.5. Provide at each judicial review, information on the child's educational progress as well as reasons for school change as appropriate.

C.2.17.1.6. The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.

C.2.17.1.7. Collaborate with school districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.

C.2.17.1.8. Ensure compliance with the §39.604 F.S., also known as the Rilya Wilson Act, for children attending daycare. A child from birth to the age of school entry, who is under court-ordered supervision or in out-of-home care and is enrolled in an early education childcare program must attend the program five days a week unless the court grants an exception due to the court determining it is in the best interest of a child.

C.2.17.1.9. Minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement. A child must be allowed to remain in the childcare or early education setting that he or she attended before entry into out-of-home care if reasonably possible, unless remaining is not in the best interests of the child.

C.2.17.1.10. Work toward readiness of children to learn when entering school.

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

C.2.17.1.11. Support active student involvement in their educational planning.

C.2.17.1.12. The Lead Agency shall ensure that children in out of home care have access to or are provided appropriate luggage to transport children's belongings at time of placement into out of home care and any subsequent placement moves thereafter.

C.2.18. Health Services

C.2.18.1. The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and approved unlicensed out-of-home care. The Lead Agency shall designate a team of staff to address health service's needs, to ensure the oversight and coordination of health care services.

C.2.18.2. The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the "Suitability for Residential Placement Guidelines," "60-Day Review of Suitability of a Child for Residential Treatment", and the "90-Day Assessment of Suitability of a Child for Residential Treatment" (**Attachment 1**, Incorporated Documents). The staff addressing health service's needs (referenced in **C.2.18.1.**) in each CBC must review and complete the current providers training located on their website to ensure proper procedures and requirements are being assessed and completed, Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall ensure delivery of children's mental health services with funds identified in **F.1.3.1.3.** of this Contract for this purpose. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, the Lead Agency will comply with the "Purchase of Therapeutic Services for Children (100806 Funds) Guidance Document" (**Attachment 1,** Incorporated Documents**).**

C.2.18.3. Rule 65C-35.012(2), F.A.C., requires Pre-Consent Reviews be required to be completed on all children 17 years of age and younger who are prescribed two or more psychotropic medications. Additionally, all psychotropic medications shall be administered in strict accordance with law.

C.2.19. Services for Transitioning Youth and Young Adults

C.2.19.1. The Lead Agency shall provide or coordinate the provision of life skills assessments, daily living skills and other transitional type services, to include transition planning for youth receiving the Department's protective supervision. These provisions shall continue for young adults participating in Extended Foster Care (EFC). At a minimum, transition planning and life skills assessments for youth shall begin at age 16, or on the date in which youth entered out-of-home care, whichever is latest.

C.2.19.2. The Lead Agency shall provide or coordinate the provision of EFC, Postsecondary Education Services and Support, and Aftercare Services within funds available through this Contract.

C.2.19.3. The Lead Agency shall ensure that all youth and young adults receiving services through the child welfare system are informed of their rights and responsibilities in accordance with §39.4085, F.S. and any applicable Department policy. The Lead Agency shall provide each youth, in a developmentally appropriate manner, a written copy of the Youth Rights and Responsibilities brochure. The case manager or other staff shall review the instructions and information with the youth or young adult every 6 months and upon every placement change until the child leaves shelter or foster care.

C.2.19.4. The Lead Agency shall comply with National Youth in Transition Database (NYTD) mandatory data collection requirements and assist in the coordination of youth and young adult survey completion.

C.2.19.5. The Lead Agency will ensure that current contact information (including physical address, phone number, and email) is maintained within the Comprehensive Child Welfare Information System (CCWIS) for youth and young adults ages 13-21.

C.2.19.6. The Lead Agency will ensure an out-of-home placement or a living arrangement is entered and current in CCWIS for each youth and young adult receiving services ages 13-21.

C.2.19.7. The Lead Agency shall comply with facilitating the completion of the NYTD 17-year-old surveys within 30 days of the youth's birthdate if selected for a new cohort. Cohort- Each NYTD survey cohort is comprised of: BASELINE Population: Youth age 17, who agreed to participate in the NYTD research study and completed the NYTD survey. The cohort is based on youth who are in out of home placement on their 17th birthday during the federal fiscal year (ex. October 1, 2025 - September 30, 2026)

C.2.19.8. The Lead Agency shall designate at least one point of contact for the Department to communicate with regarding survey completion that will be available and responsive in facilitating specifically the 17-year-old, 19-year-old, and 21-year-old cohort surveys.

C.2.19.9. The Lead Agency shall comply with collecting data on life skill services provided to youth and young adults ages 13-21. This shall include facilitating monthly informal life skill assessments,

completing the monthly life skill documentation log, uploading and documenting services within CCWIS using the appropriate NYTD categories, and ensuring any documentation of services from outside providers or placements is recorded.

C.2.19.10. The Lead Agency shall ensure that all NYTD life skills obtained by youth and young adults shall be included in all judicial review social study reports for youth ages 13-21 years old.

C.2.19.11. The Lead Agency shall ensure educational enrollment information and delinquency adjudication reporting remains current within CCWIS to meet NTYD reporting requirements.

C.2.19.12. The Lead Agency shall assist with other youth and young adult surveys coordinated by the Department including the 19- and 21-year-old follow up surveys for NYTD cohorts.

C.2.19.13. The Lead Agency is required to develop and maintain a written plan describing the scope, approach, and methods specific to serving youth and young adults in transition, pursuant to §39.6035, §409.1451, and §409.14525, F.S. The plan should include development of staff competency and development of supportive housing. This plan shall be developed with community stakeholders and shall ensure individuals with lived experience are included in the planning process. The plan must identify the methods used to provide lived experience input into the planning process.

C.2.20. Placement Services

C.2.20.1. The Lead Agency shall comply with §§39.401 and 39.4015, F.S. regarding family finding efforts and engagement throughout the duration of the open case with the purpose of identifying adult relative and fictive kin that are connections for the child and potential placement resources for the child. Upon identification of a relative or fictive kin as a placement resource the Lead Agency shall comply with Rule 65C-28.012, F.A.C.

C.2.20.2. The Lead Agency shall develop and maintain, through an annual report with quarterly updates, a Placement Array and Services Plan that demonstrates the agency has an adequate placement and services array to address the needs of children coming into care, in the least restrictive setting. This plan should increase community partnerships as well as ensure availability and timely coordination of service delivery. The plan must include, at a minimum:

C.2.20.3. The Lead Agency's methodology which identifies the target number of the specific placement types (relative and non-relative, levels I-V foster homes, at-risk, human trafficking, Behavior Qualified Residential Treatment Program (BQRTP), Qualified Residential Treatment Program (QRTP), Specialized Therapeutic Group Home (STGH), Statewide Inpatient Psychiatric Program (SIPP) and adoptive placements needed based on the needs of the Agency's children in care, each fiscal year.

C.2.20.4. The Lead Agency's process for increasing their placement array, including but not limited to: relative and non-relative, licensed Level I-V foster homes, and adoptive placements.

C.2.20.5. The Lead Agency shall collaborate with the Department and other stakeholders to develop and/or enhance other placements that may be needed to support the Lead Agency's population.

C.2.20.5.1. The results of such efforts regarding placement array for the previous year, including specific actions to be taken when the number of placements is not sufficient for the number of children in care, and in such instances, the plan shall also include the reasons for such gaps and actions taken in response in order to evaluate needs and identify strategies and targets for the upcoming year.

C.2.20.6. An annual assessment of current services provided to meet the needs of children and families in the Lead Agency's system, identifying any needed services not presently provided and what would be required to provide the services. The assessment shall include a review of safety management services and evidence-based practices to address the complex needs of all children, including teens, and caregivers served within their local systems of care. Additionally, this assessment should consider:

C.2.20.7. The Lead Agency's processes to ensure collaboration and participation with local Continuums of Care (CoC), Department of Juvenile Justice, Department of Health, Agency for Persons

with Disabilities, the Agency for Health Care Administration, the Managing Entity(ies), faith-based and prevention initiatives, among others.

C.2.20.8. The Lead Agency, in collaboration with the Department, will identify gaps in services being provided and the reason for such gaps. The Lead Agency shall then develop a strategy for resolving the gaps in service, which shall be included in the plan.

C.2.20.9. The Placement Array and Services Plan shall be provided to the Department annually with quarterly progress updates.

C.2.20.10. The Lead Agency must deliver Placement Services in the least restrictive setting, including, but not limited to:

C.2.20.10.1. Providing supervision and placement of children, 24 hours per day and 365 days per year.

C.2.20.10.2. Licensing family foster homes in accordance with §409.175, F.S., and Rule 65C-45, F.A.C.

C.2.20.10.3. Achieving and maintaining of licensure by the Department as a child-placing agency in accordance with §409.175, F.S and Rule 65C-15, F.A.C. The Lead Agency shall not use subcontracted providers who are not licensed as a child-placing agency to perform IV-E reimbursable services, including placement functions.

C.2.20.10.4. Ensuring the provision of the Child Health Check-Up, in accordance with Rule 65C-28.003, F.A.C., for children under the supervision of the Lead Agency.

C.2.20.10.5. Ensuring that every reasonable effort is made to perform diligent search and family finding services to secure, review, and approve all relative and nonrelative-placements under the Lead Agency's supervision in accordance with Rules 65C-38.002 and 65C-28.011, F.A.C. and compliance with §39.0138, F.S. and §39.5085, F.S. Placement of children must adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved and included in the child welfare information system in accordance with Chapter 39, F.S., prior to placement of the child. Every reasonable effort must be made to perform diligent searches and family finding services as early as possible to locate family or fictive kin as a priority placement.

C.2.20.11. The Lead Agency shall ensure the placement of any child in a residential care setting is based on an assessment, as outlined in §39.523, F.S. and Rule 65C-28, F.A.C., of the child's needs and justification to support the decision to place a child in a residential care setting is documented in the child welfare information system prior to or within 30 days after the placement is made, including the process for assessment and placement in a Qualified Residential Treatment Program. Short and long-term placement of any child in residential care settings must be thoroughly documented and maintained in the child welfare information system.

C.2.20.12. In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in the child welfare information system.

C.2.20.13. The Lead Agency shall Coordinate and collaborate with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 670-679b, and the Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida. The Lead Agency also agrees to designate an Interstate Compact on the Placement of Children (ICPC) Specialist in each area they serve, to expeditiously gather information and process necessary documentation to initiate home studies pursuant to the ICPC and monitor their progress through the Florida ICPC office. The ICPC Specialist, upon notice of the ICPC request, will provide this service for

the life of the case, including immediately after a child is sheltered, regardless of whether the case has been transferred to case management or whether a Case Manager is assigned secondary on the case.

C.2.20.14. The Lead Agency shall ensure placement assessments are conducted on all children in out-of-home care in accordance with §39.523(2), F.S. and Rule 65C-28, F.A.C.

C.2.20.15. Collaborating with the Indian Child Welfare Tribe and consulting with Children's Legal Services (CLS) regarding issues related to compliance with the provisions of the Indian Children Welfare Act. Comply with 25 U.S.C. 1901 et seq., and Rule 65C-28.013, F.A.C. Placement of an Indian child shall be made in accordance with the placement preferences outlined in the Act. The Indian child's parent or Indian custodian and his or her tribe shall be notified of all legal and case planning activities. Ongoing efforts to communicate with the tribe and providing tribes notice of all judicial hearings and case planning reviews and be kept informed of changes in the status of the case.

C.2.20.16. In accordance with the Multi-Ethnic Placement Act of 1994 and the Small Business Job Protection Act of 1996, Section 1808, Removal of Barriers to Interethnic Adoption, the Lead Agency will diligently recruit prospective foster families that represent the diversity and meet the needs of Florida's foster care population. In accordance with §409.1415(2)(b) F.S., Lead Agency shall provide information and support, which may include, but need not be limited to, consultation, coaching, training and referrals to services, to the caregiver of the child to help the caregiver respond to and care for the child in a trauma-informed and therapeutic manner.

C.2.20.17. In accordance with §409.175(3), F.S., the Lead Agency shall complete an overcapacity assessment when seeking to place children in licensed foster homes that exceed the capacity limitation. The Lead Agency will submit over-capacity waiver requests to the Department's Licensing Office and shall place children in the foster home only after receiving approval from the Department, as outlined in Rule 65C-45.015, F.A.C.

C.2.20.18. The Lead Agency shall only make a referral for BQRTP placement to BQRTP providers under contract with the Department. The Lead Agency shall not make any direct payment to a BQRTP provider. Payment will be made by the Department pursuant to its contract with the BQRTP provider at the approved rate set out in said contract. The Lead Agency shall ensure that all placement information for a child served in a BQRTP is accurate and entered timely into the Comprehensive Child Welfare Information System (CCWIS) to support the Department's eligibility validation and payment processes.

C.2.21. Recruitment and Retention of Quality Foster and Adoptive Homes

C.2.21.1. The Lead Agency shall develop and maintain, through an annual plan with quarterly updates, a Recruitment and Retention Plan that demonstrates the agency has an adequate plan to address the needs of children coming into care, in the least restrictive setting. The plan should demonstrate an analysis around placement needs, including but not limited to data regarding the needs of children in care, placement and provider types, and specific targets and strategies identified to recruit Level I-V foster homes. This plan should increase community partnerships as well as ensure availability and timely coordination of service delivery. The Lead Agency will actively engage with and participate in quarterly meetings with sister agencies that overlap within the system of care (AHCA, DOH, DJJ, APD) to discuss trends and needs related to specialized placements (SIPP/STGH/QRTP/BQRTP/medical foster homes, etc.) within the placement continuum to meet the needs of children in care. The plan must include, at a minimum:

C.2.21.1.1. Foster Home Recruitment for the Previous fiscal year

C.2.21.1.2. Outline the agency's goal for licensing new foster homes and whether the goal was achieved. If Lead Agency was not successful in meeting their goal, what percent of the goal was achieved.

C.2.21.1.3. Identify the total number of inquiries and recruitment efforts during the prior fiscal year and what type of recruitment efforts were made (e.g., CBC website, etc.),

C.2.21.1.4. Outline the outcome of inquiries to reflect the number of families that were contacted and proceeded to begin the licensing process, and those families who were screened out and did not move forward. Document the reason families did not move forward.

C.2.21.1.5. Foster Home Utilization

C.2.21.1.5.1. Number of licensed foster homes and beds available each month.

C.2.21.1.5.2. Number of homes that were overcapacity each month or for the fiscal year.

C.2.21.1.5.3. Identify any trends that presented a barrier (e.g. homes not accepting placement) to placement during the previous fiscal year.

C.2.21.1.6. Foster Home Recruitment for the Current Fiscal year

C.2.21.1.6.1. Goal - number of homes the agency plans to recruit for the fiscal year using the agencies identified methodology. The methodology must be outlined to show how the numerical goal was determined for the overall goal and each level of licensure. Discuss the type of foster homes needed in the area (Level II, V, etc.) based on the methodology used by the Lead agency.

C.2.21.1.6.2. Recruitment Objective and Goal/Outcome: The Lead Agency must identify the appropriate number of objectives to successfully recruit the number of homes identified in their fiscal year's goal to support placement capacity in their catchment area. Each objective must have a corresponding measurable goal/outcome.

C.2.21.1.7. Adoptive Home Recruitment

C.2.21.1.7.1. The Lead Agency shall deliver the following in regards to recruiting families for the purposes of adopting children who do not have an identified adoptive placement and who cannot return to their parents safely:

C.2.21.1.7.2. Recruitment of adoptive families for children who are difficult to place and families that reflect the diversity of children waiting for adoptive homes.

C.2.21.1.7.3. Input and maintenance of information on the adoption information section of the child welfare information system to include children waiting for adoption and approved adoptive families. In addition, the Lead Agency shall ensure that Explore Adoption (www.adoptflorida.org) is updated within 10 business days of a child becoming legally available for adoption. The Lead Agency shall ensure that the information provided to the Explore Adoption website is accurate, thorough and kept updated with relevant information and updated in accordance with Rule 65C-16.004, F.A.C. If information cannot be placed on these websites in a timely manner, the explanation shall be documented in the child welfare information system on a weekly basis until the website is updated. Further, the Lead Agency shall ensure that both the web memos and photos positively represent Florida's most vulnerable children.

C.2.21.1.7.4. For purposes of facilitating family-matching between a child and prospective adoptive parents, the Lead Agency may not publish, nor allow any contracted party to publish, a photo listing of a child that is accessible to the public. Any published photo may only be made accessible to persons who have completed or are in the process of completing an adoption home study. Additionally, any child who is 12 years of age or older may request that a specific photo be used for that child's photo listing component and that child must be consulted during the development of his or her description.

C.2.21.1.8. Retention

C.2.21.1.8.1. Previous Fiscal Year

C.2.21.1.8.1.1. Retention Efforts

C.2.21.1.8.1.2. Discuss the number of homes closed during the previous fiscal year and the reasons the homes were closed (e.g., administrative action, moved, adopted, etc.).

C.2.21.1.8.1.3. Document the types of retention efforts made to support foster parents.

C.2.21.1.8.1.4. Trends (Identify trends/activities that successfully supported foster parents).

C.2.21.1.8.2. Current Fiscal Year

C.2.21.1.8.2.1. Retention Objective and Outcome: The Lead Agency must identify the appropriate number of objectives to support the retention of foster parents to support placement array in their catchment area, and the outcome.

C.2.21.1.8.2.2. In addition to listing the objective and outcome, identify the specific retention effort that will be used (e.g., training, support group, etc.)

C.2.22. Father Engagement Specialist

C.2.22.1. The Lead Agency shall ensure that it is addressing the unique needs of fathers of children who are served by the Lead Agency by implementing the following, as detailed in §409.988(1)(n), F.S., by:

C.2.22.1.1. Conducting an initial assessment of its engagement with fathers and provision of and referral to father-oriented services for fathers of children who are served by the Lead Agency within 60 days of execution, as well as an ongoing assessment of engagement with fathers every other year following execution.

C.2.22.1.2. Utilizing a father-engagement specialist, pursuant to §409.988(1)(n)1.c., F.S.

C.2.22.2. The father-engagement specialist shall, at a minimum, build relationships with fathers, help identify the needs of fathers, assist fathers in accessing services, and communicate with the Lead Agency about the challenges faced by these fathers and how to appropriately meet their unique needs.

C.2.22.3. The Lead Agency shall prioritize hiring individuals who have faced experiences similar to the fathers who are being served by the Lead Agency for selection as a father-engagement specialist.

C.2.22.4. Creating, and submitting to the Department, an action plan to address any gaps identified through the assessment in **C.2.21.1.** within 30 days of assessment completion. Whenever possible, this action plan shall include integrating services or referrals with providers receiving grants through the Department's Responsible Fatherhood Initiative.

C.2.22.5. Implementing the action plan.

C.2.22.5.1. Annually reporting, pursuant to §409.997, F.S., to the Department the activities that the Lead Agency performed to meet the needs of fathers as required under §409.988, F.S., including at minimum:

C.2.22.5.1.1. How the Lead Agency is meeting the needs of fathers;

C.2.22.5.1.2. Helping fathers establish positive, stable relationships with their children; and

C.2.22.5.1.3. Assisting fathers in receiving needed services.

C.2.23. Early Childhood Courts (ECC)

C.2.23.1. The Lead Agency shall utilize the Early Childhood Courts (ECC) funding allocation to support the following examples of maintenance, expansion, or establishment for ECCs.

C.2.23.1.1. Trainings.

C.2.23.1.2. Positions that support ECC operations.

C.2.23.1.3. The cost of travel, including but not limited to, compensation for providers to attend monthly family team meetings and hearings.

C.2.23.1.4. Psychiatric Evaluations to determine appropriate service provision for parents and children.

C.2.23.1.5. Interpreters.

C.2.23.1.6. Residential treatment beds for parents and children.

C.2.23.1.7. Payment for services such as Child-Parent Psychotherapy (CPP), domestic violence/intimate partner violence identified services, or other services identified by the ECC Team.

C.2.23.1.8. Incidental costs such as bus passes, drug screens, and supplies to support the ECC program.

C.2.23.1.9. Additional services or commodities with prior approval by the Contract Manager.

C.2.24. Post-Judicial Services

C.2.24.1. Post Adoption

C.2.24.1.1. The Lead Agency shall deliver Post-Adoption Services as outlined in Rule 65C-16, F.A.C., including, but not limited to:

C.2.24.1.1.1. Designate staff, as specified in Rule 65C-16.014. F.A.C. to be responsible for developing and providing post-adoption services for families and ensuring a means of communication is in place to ensure that adoptive parents and adopted children know how to access these services. Provide information about services available to families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical assistance; assistance with securing necessary mental health, behavioral, therapeutic and dental services pertinent to children with developmental disabilities, if applicable; and medical services for the adopted child.

C.2.24.1.1.2. These services shall be documented in the child welfare information system as post-adoption services cases.

C.2.24.1.2. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in §39.001(9) and (10), F.S.

C.2.24.1.3. The Lead Agency shall maintain on its agency's website, prominently and easily accessible to families, information regarding adoption services, including but not limited to the adoption process and post-adoption services. Post-adoption information shall include at a minimum the following:

C.2.24.1.3.1. Post-adoption newsletter, which shall be issued to all prior adoptive families within the last five years and posted on the Lead Agency's website at least quarterly;

C.2.24.1.3.2. Adoption support group locations, dates, and times publicly posted and easily accessible on the Lead Agency's website;

C.2.24.1.3.3. Post-adoption resource descriptions and how to access;

C.2.24.1.3.4. Local Foster and Adoption Parent Association (FAPA) information, if applicable; and

Sunshine Health post-adoption information and link https://www.sunshinehealth.com/members/child-welfare-plan/adoptive-families.html.

C.2.24.1.4. When a child adopted from foster care becomes an adult and request's identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (**Attachment 1**, Incorporated Documents) the Lead Agency must be followed. An adopted child who was never in foster care should be referred to Florida's Adoption Reunion Registry for assistance.

C.2.24.1.5. Upon request from an adoptive family, the Lead Agency shall complete updates for Adoption Assistance Medicaid in the child welfare information system as well as the necessary interstate forms to establish Florida Medicaid for adoptive families who have moved to Florida with an adopted child who is receiving adoption assistance from another state. Interstate forms must also be completed for Florida families moving to another state.

C.2.24.2. Guardianship Assistance Program (GAP)

C.2.24.2.1. The Lead Agency shall deliver the GAP tasks, including but not limited to: Registration of information on the Guardianship Assistance Program Eligibility section of the child welfare information system to include GAP eligibility. In addition, the Lead Agency shall document the completion of GAP eligibility redetermination on an annual basis and maintain any updates to the GAP page on a continual basis.

C.2.24.2.2. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of a GAP, is given the authority to obligate the Department when all parties have signed a guardian assistance agreement and extension of guardianship assistance agreement. The guardianship assistance agreement and extension of guardianship assistance agreement is binding until the child reaches age 18 or 21, if the family opts into the extension of GAP, it is determined that the guardian is no longer legally responsible for the child, or it is determined that the guardian is no longer providing support to the child. The agreement cannot be altered unless the guardian concurs.

C.2.24.2.3. The Lead Agency shall designate staff responsible for developing and providing services through the Guardianship Assistance Program for families and ensuring communications are in place so that guardians and children know how to access these services.

C.2.25. Grievance Procedures

C.2.25.1. A grievance is defined as an expression of dissatisfaction about matters such as but not limited to quality of care, level of service provision, and communication. The Lead Agency, and any subcontractor(s) providing case management services on their behalf, shall establish and maintain a centralized process for receiving, reviewing and resolving client grievances. Components must include a transparent and easily accessible process by which individuals served may file grievances and a process by which unresolved grievances may be elevated to the Department. A client may file a grievance with the Lead Agency or their subcontractor(s) verbally or in writing at any time.

C.2.25.2. The Lead Agency or their subcontractor(s) must acknowledge receipt of the client's grievance in writing within five business days of grievance receipt.

C.2.25.3. Grievances must be resolved within 30 days of submission, unless:

C.2.25.3.1. The client asks for an extension, or the Lead Agency documents that additional information is needed and the delay is in the client's best interest; or

C.2.25.3.2. The Lead Agency shall provide oral notice of the reason for the delay to the client by close of business on the day of the determination, and written notice of the reason for the delay to the client within two days of the determination.

C.2.25.4. The Lead Agency shall maintain a complete and accurate record of all grievances and establish a process for reviewing and analyzing aggregate level data to evaluate trends and the need for policy or process modifications or enhancements.

C.2.25.5. The Lead Agency shall make all grievance records available to the Department upon request.

C.2.26. Management

C.2.26.1. Licensing Tasks

C.2.26.1.1. The Lead Agency shall perform Licensing Tasks, including, but not limited to: Compliance with licensing requirements as described in §409.175 and §409.145, F.S., Rule 65C-45, F.A.C., CFOP 170-11, Chapters 12, Foster Home Licensing, and 42 U.S.C. §671(a)(20)(B)(i)-(ii).

C.2.26.1.2. If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Rule 65C-45, F.A.C. The Lead Agency will review and approve all initial and re-licensing packets for all its subcontracted agencies responsible for licensure and supervision of foster home licensing and make a recommendation to the Department to issue an approval or denial of an initial license, or renew, revoke or modify an existing license.

C.2.26.1.3. The Lead Agency agrees to complete the Licensing/Relicensing Checklist in the child welfare information system for all licensed foster care providers at the time of initial licensure and re-licensure.

C.2.26.1.4. Recommend that the Department issue or deny an initial license or renew, revoke, or modify an existing license. If the Department is unable to approve the application for re-licensure prior to the expiration of the license, due to the lack of supporting documentation and/or the completion of

the attestation form, the Lead Agency will staff the case with regional Department licensing staff to determine placement options for children placed in the home.

C.2.26.1.5. Consult with the Department's regional licensing office prior to recommendation to revoke, suspend, or deny a license and shall provide enough information to support the recommendation, as required by Rule 65C-45, F.A.C. and CFOP 170-11 Chapter 12. In the event the Lead Agency exercises the authority to recommend a denial of any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in the child welfare information system.

C.2.26.1.6. Review foster care licensing referrals that do not meet the legal definition of abuse, neglect, or abandonment, but which reflect licensing complaints about the conditions or circumstances that occur within a foster home where a dependent child under the supervision of the Lead Agency is placed. The Lead Agency with jurisdiction shall document the review in the child welfare information system; and will assist the Department's regional licensing staff with the review of intakes with allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of any such reviews and identify any corrective action needed. When a child of the Lead Agency is placed in a foster home that is not within the service area, the Lead Agency must coordinate with the Lead Agency that has oversight of the foster home, to ensure the complaint and concern is addressed.

C.2.261.7. Develop a corrective action plan with the family foster home as required by Rule 65C-45, F.A.C. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Department's regional licensing staff.

C.2.26.1.8. Provide copies of licensing records to the Department within two business days, when requested.

C.2.26.1.9. Collaborate with the Department to assess the licensing functions within the system of care to ensure appropriate oversight of foster care referrals. Upon completion of the assessment, the Lead Agency will work in collaboration with the Department to reallocate resources, if necessary, to support appropriate functions of the licensing process within the system of care to ensure all functions are maintained appropriately.

C.2.26.1.10. Utilize the Department's licensing system to ensure consistent data sharing with the Department and transparency in the licensing process.

C.2.26.2. Out of County Services (OCS)

C.2.26.2.1. OCS home studies, supervision and Case Plan Assistance shall be addressed in accordance with Chapter 39, F.S., Rule Chapter 65C, F.A.C., Operating Procedure. A link to detailed OCS processes and procedures is in **Attachment 1**, Incorporated Documents.

C.2.26.3. Quality Assurance (QA) and Continuous Quality Improvement (CQI)

C.2.26.3.1. The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service with which the Lead Agency has a direct contractual relationship. The Lead Agency shall operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The Lead Agency shall ensure there is capacity and resources to sustain ongoing CQI processes, including designated CQI staff. The Lead Agency shall recognize the Department's obligation to ensure quality and continuous quality improvement (CQI) within the statewide system of care and shall comply with Department-directed quality monitoring, evaluation and CQI activities, including but not limited to established frameworks and processes for conducting quality assurance reviews, as well as additional initiatives implemented by the Department to assess, monitor and improve system performance. framework for conducting quality assurance reviews.

C.2.26.3.2. The Lead Agency shall establish and maintain a formal process to monitor, assess, and ensure the quality and performance of all subcontracted services. This process shall include, at a

minimum, routine quality assurance reviews based on a random sampling methodology, analysis of performance data, identification of areas requiring improvement, and implementation of corrective actions as needed.

C.2.26.3.3. The Lead Agency shall ensure that all subcontracted services are delivered in accordance with applicable state and federal requirements, including but not limited to, the Child and Family Services Review (CFSR) outcomes, state policies, and Florida Statutes.

C.2.26.3.4. The Lead Agency shall demonstrate oversight of subcontracted providers through documented quality assurance activities and shall make such documentation available to the Department upon request.

C.2.26.3.5. The Lead Agency shall develop and submit an annual report and continuous quality improvement plan summarizing quality assurance activities related to safety, permanency, and well-being outcomes, including applicable federal and state measures.

C.2.26.3.6. The Lead Agency shall aggregate and analyze results from quality assurance reviews conducted and incorporate the analysis and findings in the annual performance report and continuous quality improvement plan.

C.2.26.3.7. The Lead Agency shall attend quarterly meetings and monthly conference calls with the Department to collaborate on federal and state QA and CQI initiatives.

C.2.26.3.8. The Lead Agency shall collaborate on special reviews as deemed necessary.

C.2.26.3.9. The Lead Agency shall participate in Critical Incident Rapid Response Team (CIRRT) reviews pursuant to §39.2015, F.S., and shall provide an operational response, which addresses the identified areas of opportunities and targeted strategies for improvement related to CIRRT reviews that impact the Lead Agency and/or local system of care.

C.2.26.3.10. The Lead Agency shall require new QA reviewers to complete Lead Agency approved QA Training within six months of hire.

C.2.26.3.11. The Lead Agency shall ensure staff levels are maintained as required.

C.2.26.3.12. The Lead Agency shall submit a Continuous Improvement Plan in response to findings from the final Contract or Programmatic monitoring report, within the timeframes specified in the final feedback report, and in a manner consistent with specification outlined in the report. The Lead Agency must implement all identified actions as outlined, unless a formal request to remove an item is submitted to the Contract Manager and approved by the Department. The Lead Agency shall provide updates on the Continuous Improvement Plan during regularly scheduled Co-Team meetings.

C.2.27. Other Service System Tasks

C.2.27.1. At the request of the Department, the Lead Agency shall provide performance information or reports other than those required by this Contract to a single point of contact designated by the Department.

C.2.27.2. As required in §409.988(1), F.S., the Lead Agency shall identify an employee to serve as a liaison with the Community Alliance and community-based and faith-based organizations interested in providing services to the children and families served by the Lead Agency. The Lead Agency shall ensure that appropriate Lead Agency staff and subcontractors are informed of the specific services or assistance available from community-based and faith-based organizations and shall provide a briefing on the status of its operation, when requested.

C.2.27.3. If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is known to the Lead Agency.

C.2.27.4. The Lead Agency will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated.

C.2.27.4.1. The Lead Agency is responsible for ensuring employees, including subcontracted providers, are of good moral character and appropriately background screened as required by §39.001(2), F.S.

C.2.27.4.2. Background screening shall include, but not be limited to, fingerprinting for State and Federal criminal records checks through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI), and local criminal history checks through local law enforcement agencies.

C.2.27.4.3. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, including subcontracted providers and purchase of service direct care providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirements of this section.

C.2.27.4.4. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.

C.2.27.5. The Lead Agency and its subcontractors shall comply with the foster care room and board rate cost of living increase in accordance with §409.145(3), F.S. Foster care room and board rates that exceeded the Department approved rates must be submitted to the Department for approval. The Lead Agency shall submit a foster home matrix to the regional licensing team annually, within 30 days from the issuance of the Cost of Living and Allowance (COLA) Increase Memorandum, that reflects the rates paid directly to foster parents and lists the child's characteristics and needs that match each placement level. The standard rates must be listed as a monthly amount, and rates for youth ages 13-17 must include the supplemental 10% life skills payment. The Lead Agency must remain within the allocated Core Services funding upon implementation of the approved foster home matrix.

C.2.27.6. The Lead Agency must provide translation services for families who do not speak English and are hearing impaired as required in **4.1.1.3.**

C.2.28. General

C.2.28.1. The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services are fully documented in the child's master file in the child welfare information system. For standard case work, the Lead Agency shall ensure that the child welfare information system is updated within two working days of any changes known to the Lead Agency or its Case Management Organizations (CMOs).

C.2.28.2. The Lead Agency shall comply with all activities related to information systems in accordance with the "Lead Agency/CCWIS Information System Requirements " (**Attachment 1**, Incorporated Documents) and participate in CCWIS planning and implementation activities as requested by the Department.

C.2.28.3. The Lead Agency shall not enter into any contracts with third party vendors regarding technology solutions/products without approval by the Department. The Lead Agency is prohibited from providing any third-party vendors data that is outside of the respective lead's agency's purview.

C.2.28.4. The Lead Agency shall submit a list of all locally managed technology applications or systems (solutions) that contain or depend on data derived from the Department's designated Child Welfare Information System by December 1st of each year to ensure the Department is meeting CCWIS rules and regulations of consistent usage and not being duplicative 45 CFR 1355.52(d)(2)(iv). This list of external systems shall contain:

C.2.28.4.1. The purpose of the solution.

C.2.28.4.2. Information regarding if i the solution exchanges data with other third-party data resources either unidirectionally or bidirectionally.

C.2.28.4.3. Information on any automated functions related to the solution.

C.2.28.4.4. Information on how the solution meets the Department's cyber/data security and retention policies.

C.2.28.4.5. The annual operating costs of maintaining the solution.

C.2.28.5. As part of CCWIS Data Quality rules and regulations, pursuant to 45 CFR 1355.52(d), the Lead Agency shall participate, if requested by the Department, in all DCF biennial data quality review statewide activities and any request to conduct data quality reviews on any locally managed technology application or system (solution) and the included data.

C.2.28.6. The Lead Agency and its subcontractors shall be responsible for ensuring that all mobile devices used to connect to the Department's network or systems will have appropriate security measures implemented per requirements in Rule 60GG-2.003, F.A.C. and CFOP 50-2 Chapter 4 to protect all data.

C.2.28.7. The Lead Agency shall ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, and Rule 41-2, F.A.C., if public funds provided under this Contract will be used to support client transportation.

C.2.28.8. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Title XIX Medicaid, Title II or XVI Social Security Temporary Assistance for Needy Families (TANF), Title IV-E foster care, Title IV-E or TANF, guardianship assistance, and Title IV-E or TANF adoption by following procedures outlines in CFOP 170-15. The Lead Agency will cooperate in the Department's efforts to maximize such funds. The Lead Agency and its subcontractors shall maintain supporting documentation of client eligibility in CCWIS and cooperate with federal and state audits. Failure to obtain sufficient funds may result in a corresponding reduction of the total amount paid under this Contract.

C.2.28.9. The Lead Agency shall conduct monitoring of Title IV-E foster care maintenance payments which includes extended foster care, Title IV-E maintenance adoption subsidy, TANF maintenance adoption subsidy, Title IV-E extension of maintenance adoption subsidy, Title IV-E guardianship assistance payments, Title IV- E extension of guardianship assistance program payments, and TANF guardianship assistance program payments.

C.2.28.10. The Lead Agency shall develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility. This plan shall be submitted annually to the Department's CM, by October 15, for review and approval prior to execution of the plan by the Lead Agency.

C.2.28.10.1. The plan must outline the mechanism for whom and when the reviews will be performed during the federal fiscal year, a description of the child welfare information system data source to be used to capture the sample population and when the sample size will be established, identify the six-month period under review for foster care reviews, and the period under review for adoption reviews.

C.2.28.10.2. The plan must indicate that separate samples will be drawn as for each funding source separately. A statistically valid sample with a 90% / 10% confidence level with a 50% response distribution shall be used for Title IV-E populations. A minimum of 10% of the TANF population must be reviewed. See "Federal Funding Annual Eligibility Monitoring Plan Template" (**Attachment 2, Reports and Plans).**

C.2.28.11. The Lead Agency shall conduct file reviews annually using the Department developed review tools in accordance with the Department approved Plan. To assess the variability of practice, purposive samples may be selected rather than pure random sampling. Action shall be taken during the review process to ensure supporting documentation exists in the child welfare information system for the eligibility determination made and to ensure accurate claiming.

C.2.28.12. The Lead Agency shall compile and submit a monitoring report no later than September 30, annually. The report must include the number of error cases, a summary of each error case, actions taken to address each error case, outcome of each error case, population sizes to support the sample size, accuracy rate, outcome of improvement efforts identified in report from prior year, and recommendations for improvements. The summary shall be submitted to the Department's CM. (See **Attachment 2**- Federal Funding Annual Eligibility Report Template).

C.2.28.13. The Lead Agency shall submit an application for Supplemental Security Income with the Social Security Administration for a child in which a foster care maintenance payment is being issued, for a child with a physical or mental impairment which results in severe functional limitations and can be expected to result in death or has or can be expected to last for a continuous period of not less than 12 months.

C.2.28.14. The Lead Agency shall ensure that the services identified in **Exhibit B**, Scope of Work, are provided in a family-driven, trauma-informed, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin.

C.2.28.15. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules, and policy specifically addressing the responsibilities of representative payee for social security disability funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with s. 402.33, F.S., and those fees will be transferred to the Department within 30 days of receipt. The Department will return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.

C.2.28.16. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by §402.17, F.S., and Rule 65C-17, F.A.C. the child welfare information system shall be the official system of record for Trust Fund. Department personnel or their designees may review all records relating to this section upon request. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section will be recovered by the Department by deducting the amounts owed from subsequent payments to the Lead Agency for services provided under this Contract.

C.2.28.17 Title IV-E Eligibility Case Processing

Lead Agencies must process and provide all Title IV-E eligibility assessments (initials and redeterminations) within 20-days to the Department for quality assurance, compliance review, and final approval in the child welfare system. This processing time period assures that the correct funding stream is applied for eligible and non-eligible children. In conjunction to the eligibility assessment, all submissions must retain less than a 5% error rate in regard to completeness and accuracy.

C.2.29. Transition Plan

C.2.29.1. The Lead Agency shall submit a draft transition plan in accordance with "Lead Agency Expiration/Termination Transition Planning Requirements" (**Attachment 1,** Incorporated Documents) within 30 days of termination notice from either the Department or the Lead Agency and shall modify this plan in response to concerns raised by the Department. The Department may review this plan throughout the life of the contract, but this plan will receive final Department approval therefore at least nine months prior to any contract ending date unless notified by the Department that it intends to renew or extend the contract. This transition plan must include, at a minimum, the information included in the Department's Transition Plan Template.

C.2.29.2. If a new provider has been awarded a contract, the Lead Agency will meet with the Department and the new provider within 14 business days after award, to update the Department approved transition plan. To remain in compliance with §409.987, F.S., the Lead Agency must be organized as a Florida corporation or a governmental entity. Additionally, the Lead Agency shall ensure completion of any and all outstanding duties, obligations, and responsibilities under this Contract and applicable law. If the completion of transition to a new provider has not successfully occurred before the end date of this Contract, the Lead Agency will agree to §287.057(13), F.S., extensions of this Contract requested by the Department until transition to the new provider is complete as determined by the Department.

C.2.29.3. This transition plan must include a protocol prior to the transfer of responsibility for any Client Trust Fund assets. The transition plan must account for oversight of all sub-contractors. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.

C.2.30. Coordination with Other Providers and Entities

C.2.30.1. The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements. The Lead Agency will have the right to review any relevant, included interagency or working agreements in advance of execution.

C.2.30.2. The Lead Agency shall establish partnerships, which may include written agreements, with local organizations and providers of services (e.g., Continuums of Care, workforce development boards, etc.) necessary to ensure a local comprehensive child welfare system of care.

C.2.30.3. The Lead Agency shall establish and maintain working agreements to include joint local operating protocols with the child protective investigations teams in counties served by the Lead Agency under this Contract.

C.2.30.4. The Lead Agency shall assist the Department's staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation. The Lead Agency may be granted an exemption from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all the foregoing areas.

C.2.30.5. The Lead Agency shall work in partnership with the Department and its local Managing Entity to build a recovery-oriented system of care using the principles and values of the Recovery Oriented System of Care (ROSC). In addition to the development and implementation of a working agreement addressing the integration of child welfare and behavioral health, in accordance with the Managed Entity's Guidance 19 Integration with Child Welfare, the provider will take an active role in participating in activities and trainings led by the Managing Entity, in an effort to improve child welfare outcomes The Lead Agency shall also actively participate in the Regional Collaboration Meetings as a key stakeholder.

C.2.30.6. The Lead Agency shall participate in local leadership community meetings formed to strengthen integration between child welfare and behavioral health focused on ensuring increased and more timely access to behavioral health supports for children in foster care and their parents or caregivers.

C.2.30.7. The Lead Agency shall collaborate with the respective Managing Entity contracted to serve their respective area to improve timely and thorough screening and assessment of parents, engagement, and retention in treatment; and improve access to services. The Lead Agency will work with the Department and the Managing Entities to share data and set joint accountability measures to improve parental services. The Lead Agency will work with the Department and the Managing Entities

to complete the inventory of available services outlined in §39.523(4)(b), F.S., specifically related to behavioral health and parenting services, develop a plan for filling any identified gap(s) and implement the strategies associated.

C.2.30.8. The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, shall comply with the requirements of Rule 65C-43, F.A.C., and shall ensure access to specialized service programming for minor victims of commercial exploitation, based on the victim's individual needs.

C.2.30.9. The Lead Agency shall coordinate with the applicable local Continuum(s) of Care (CoC) serving the Lead Agency's geographic service area to support a coordinated and collaborative response to homelessness and housing instability among clients served under this Contract.

C.2.30.10. The Lead Agency shall work collaboratively with the CoC and other community partners to promote continuity of care, reduce duplication of services, improve access to housing and supportive services, and support the overall effectiveness of the local homelessness response system.

C.2.30.11. The Lead Agency shall make reasonable efforts to establish and maintain a working relationship, including a Memorandum of Understanding (MOU), where possible, with the applicable CoC Lead Agency or agencies. Such coordination shall include processes for referrals of clients experiencing or at risk of homelessness to the CoC coordinated entry system and housing resources, as well as processes for accepting referrals from the CoC for eligible clients who may benefit from services provided under this Contract.

C.2.30.12. The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, missing children staffing and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with 24-hour Lead Agency contact information.

C.2.30.13. The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of the **Attachment 3** entitled "Children's Legal Services" which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

C.2.30.14. The Lead Agency, in conjunction with the local Family Intensive Treatment service providers subcontracted by the Managing Entities, shall participate in statewide, regional, and local meetings, shall collaborate in joint trainings, and shall coordinate attendance in court hearings and case transfer staffings.

C.2.30.15. For each child placed in a Department-contracted BQRTP, the Lead Agency shall provide the BQRTP with a completed child-specific coordination form in the format prescribed by the Department or the BQRTP.

C.2.30.15.1. The coordination form shall identify the Lead Agency or case management contact responsible for placement and staffing, the contact for incident reports, the contact for invoicing and payment questions, and any additional contacts required by the Department or reasonably necessary for coordination with the BQRTP.

C.2.30.15.2. The Lead Agency shall update the contact information on the coordination form whenever staffing or responsibilities change and shall provide the updated information to the BQRTP without delay.

C.2.30.15.3. The requirements of this section apply only to BQRTP providers utilized by the Lead Agency.

C.2.30.16. The Lead Agency shall participate in the Department's expansion of the "Continue the Mission" recruitment initiative for child welfare case managers for the purpose of recruiting individuals

who have previously held public safety and services positions, such as former law enforcement officers, first responders, military service members, teachers, health care practitioners and emergency management professions in order to bolster recruitment and retention efforts. The Department will operate a unified recruitment platform and provide statewide recruitment materials. The Lead Agency shall receive and review referrals generated through this platform using its standard hiring practices and shall support reasonable local outreach efforts to the target population described in §402.402(4), F.S. Nothing in this section requires the Lead Agency or its subcontracted providers to hire individuals who do not meet established qualifications or workforce needs.

C.2.30.17. The Lead Agency will:

C.2.30.17.1. Work in partnership with the Department to provide accurate information regarding case manager employment opportunities, minimum qualifications, application procedures, and training requirements to individuals referred through the Department's recruitment platform.

C.2.30.17.2. Coordinate with the Department to ensure timely receipt and processing of employment referrals for case management positions.

C.2.30.17.3. Support Department-led recruitment and marketing activities, including sharing Department-developed materials with local stakeholders and participating in outreach efforts as feasible.

C.2.30.17.4. Conduct targeted outreach, as practicable, to organizations and associations affiliated with the target population (e.g., former law enforcement officers, first responders, military servicemembers, teachers, health care practitioners and emergency management professions), consistent with the Department's statewide recruitment strategy.

C.2.30.17.5. Within 90 days of execution of this Contract, and annually thereafter, the Lead Agency will submit the Case Management Annual Recruitment Program Report with the following information in the format prescribed by the Department:

C.2.30.17.6. A description of local outreach activities conducted in support of the Department's recruitment initiative, including the use of Department-provided materials and any supplemental strategies implemented by the Lead Agency.

C.2.30.17.7. A list of outreach events or engagements attended during the reporting period, if applicable.

C.2.30.17.8. The Lead Agency will submit the Case Management Quarterly Recruitment Program Report with the following information quarterly, as needed to support the Department's statutorily required legislative reporting:

C.2.30.17.9. The number of referrals for case management positions received through the Department's recruitment initiative.

C.2.30.17.10. The number of referred individuals who submitted a complete application to the Lead Agency or its subcontracted providers, and the number hired into case management positions.

C.2.30.17.11. The 12-month retention rate for case managers hired through this initiative.

C.2.31. Communications and Media Coordination

C.2.31.1. The Lead Agency acknowledges that it performs child welfare services on behalf of the Department and that coordinated public communications are necessary to ensure the delivery of timely, accurate, and consistent information regarding the Department's programs, services, and operations.

C.2.31.2. For purposes of this section, "public communications" include, but are not limited to, media interviews, media responses, press releases, press conferences, official statements, podcasts, and other communications made by or on behalf of the Lead Agency concerning services performed under this Contract or the Department's child welfare system.

C.2.31.3. The Lead Agency shall notify and coordinate with the Department's Office of Communications prior to:

C.2.31.3.1. responding to media inquiries concerning services performed under this Contract;

C.2.31.3.2. issuing public statements or press releases regarding Department programs, initiatives, policies, or operations;

C.2.31.3.3. participating in interviews or other public communications concerning Department-funded services, contract performance, or matters that may reasonably be expected to generate public or media interest; or

C.2.31.3.4. releasing information regarding incidents, investigations, critical events, or other matters that may affect the Department.

C.2.31.4. The Lead Agency shall promptly notify the Department's Office of Communications upon receipt of any media inquiry relating to Department programs or services. For inquiries involving child fatalities, critical incidents, criminal investigations, litigation, allegations of abuse, neglect, or abandonment, notification shall occur immediately upon receipt of the request.

C.2.31.5 The Department and the Lead Agency shall coordinate regarding messaging, timing, and the dissemination of public information to ensure accuracy and consistent communications.

C.3. ADMINISTRATIVE TASKS

C.3.1. Staffing

C.3.1.1. Staffing Requirements

C.3.1.1.1. The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract. This must include, at a minimum, an integrated continuum of service providers to ensure the effective management and coordination for availability of an array of quality services necessary to meet the diverse and unique needs of children and youth in least restrictive settings and effectively reduce the number of moves for children and youth in care and families of those children who require services to support safety, permanency, and well-being.

C.3.1.1.2. Targets may be established by the Department based on an industry standard of client to case management ratio. Any targets established for this measure will be codified in a subsequent contract amendment.

C.3.1.1.3. The Lead Agency shall develop and maintain a plan to maximize employee retention and annually assess the effectiveness of such workforce retention efforts.

C.3.1.1.4. The Lead Agency shall ensure that its pertinent staff, and any pertinent subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Rules 65C-46 or 65C-15, F.A.C., §§435.04, 402.40, 402.731, and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:

C.3.1.1.5. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own Department-approved human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.

C.3.1.1.6. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be noncompliant with the minimum standards of Chapter 435, F.S. or good moral character requirement contained in §409.175, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to §435.07, F.S.

C.3.1.1.7. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with §112.3185, F.S.

C.3.1.1.8. The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. In accordance with CFOP 60-70, Chapter 1, 1-4.c. (Employee Separations and Reference Checks), a reference check of a current or former Department employee shall include the review of their personnel file maintained by the Department, specifically any disciplinary actions, counseling documents, and the most recent employee evaluation. The Department's supervisor or manager may be contacted to provide any job-related information to assist the Lead Agency or its subcontract or with making an informed hiring decision regarding the current or former Department employee. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

C.3.1.2. Staffing Changes

C.3.1.2.1. The Lead Agency shall submit written notice to the Department's CM in the case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during such vacancy. When the CEO, COO, CFO or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO or ED.

C.3.1.2.2. The Lead Agency shall ensure any employee that has access to secure data systems containing Department information has proper termination protocols in place that align with Department policies.

C.3.1.2.3. The Lead Agency shall maintain a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to §402.40, F.S., and Rule 65C-33, F.A.C. The Lead Agency shall monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in §402.40, F.S. The Lead Agency shall provide the listing to the Department, upon request.

C.3.1.3. Staff Development and Training

C.3.1.3.1. The Lead Agency shall ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with §402.40, F.S.

C.3.1.3.2. The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted CMOs to conduct necessary and appropriate training and development of their staff, including training on determining client eligibility for federal funding per **C.2.28.8.** for appropriate staff based on their established job duties and responsibilities. All case managers must earn and maintain Child Welfare Certification and must be trained on and utilize the Department's established practice model.

C.3.1.3.3. The Lead Agency shall comply with any Department-requested trainings for their staff, including subcontracted staff, based on the Department's determination of need.

C.3.1.3.4. To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:

C.3.1.3.5. Operate a comprehensive staff development and training program that includes Department-approved pre-service training curriculum and fidelity requirements for newly hired staff and Lead.

C.3.1.3.6. Agency in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. Documentation to support the training plan shall be made available to the Department's CM. In

addition, the staff development and training program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.

C.3.1.3.7. The Lead Agency shall develop, maintain, and implement a staff development and training plan that includes all courses that will be offered including course title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider, target audience, estimated project cost, and fund source being used (Title IV-E or another source). The Plan must include a method of evaluating the effectiveness of training courses provided. The Lead Agency shall provide the report to the Department annually and additional reports must be provided upon request. In addition to the training plan, the Lead Agency must provide an annual itemized training budget that identifies the primary use of training funds are being utilized for staff development, participation in training events, contracting external training providers, and ensuring adequate supplies are available to support pre-service and in-service training. The training plan and itemized budget are due to the Department by June 15.

C.3.1.3.8. The Lead Agency shall complete a quarterly training report containing all classes offered during the reporting period that includes trainings offered by subcontracted providers. Reports must be submitted using the Quarterly Training Template. The Lead Agency shall submit quarterly training report within 30 days following each quarter.

C.3.1.3.9. The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved, licensed, out-of-home caregiver preparation pre-service and in-service training. Licensed, out-of-home caregiver preparation pre-service training shall meet the requirement of §409.175 F.S. Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a reasonable and prudent parent standard for children in care (§39.4091, F.S.), the responsibilities related to providing care for transitioning youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All pre-service curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department's licensing team.

C.3.1.3.10. The Lead Agency shall establish, implement, and enforce written policies and procedures requiring the immediate reporting of suspected ethics violations. The Lead Agency shall ensure that all employees, volunteers, subcontractors, and agents are informed of reporting requirements. All ethics complaints shall be submitted in writing on The Florida Certification Board Ethics Complaint Form, within 30 calendar days of the individual becoming aware of the allegation.

C.3.1.3.11. The Lead Agency shall document all allegations of ethics violations, actions taken in response to such allegations, and any referrals made to appropriate oversight entities. Documentation shall be made available to the Department upon request.

C.3.1.3.12. Failure of the Lead Agency to appropriately report, document, investigate, or escalate known ethics violations in accordance with its policies may result in corrective action and may be considered non-compliance with the terms of this Contract.

C.3.2. Subcontracting

C.3.2.1. The Lead Agency may subcontract for services, excluding subcontracts with a related party for officer-level or director-level staffing to perform management functions, unless specifically prohibited in this contract. Contracts with unrelated entities for officer-level or director-level staffing to perform management functions must adhere to the administrative employee provision in §409.992, F.S.

C.3.2.2. The Lead Agency is not required to obtain subcontract approval as required under **4.6.5.1.** unless any of the following conditions apply:

C.3.2.2.1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five years;

C.3.2.2.2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;

C.3.2.2.3. The person or entity is currently involved, or has been involved within the last five years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to performing work for the Department, the state or its subdivisions, or a federal entity providing funds to the Department;

C.3.2.2.4. The person or entity has had a contract terminated by a governmental entity for a failure to satisfactorily perform or for cause;

C.3.2.2.5. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice;

C.3.2.2.6. If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department Secretary, or designee, prior to entering the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time, the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Common ownership or employment relationships with Board members or officers, are each a reasonable basis for declining to give written approval for subcontracting. Subsequent common ownership or employment relationships with Board members or officers, must also be immediately disclosed and are each a reasonable basis for Department requiring the Lead Agency to terminate the subcontract.

C.3.2.3. The Lead Agency shall competitively procure all contracts, consistent with the federal simplified acquisition threshold except for contracts with related parties. The Lead Agency shall ensure that all resulting contracts in excess of $35,000 with a related party, as allowable under the terms of this Contract, were awarded as a result of competitive procurement. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

C.3.2.4. The Lead Agency shall include in all pertinent subcontracts a detailed scope of work; clearly defined deliverables; performance standards; appropriate financial consequences for failure to perform; programmatic and fiscal monitoring requirements; and documentation requirements sufficient to demonstrate compliance with this Contract.

C.3.2.5. The Lead Agency shall require any subcontractors providing case management services to participate in the Department's quality assurance and performance improvement activities, including but not limited to quality reviews, case reviews, performance evaluations, corrective action processes, targeted performance improvement strategies, data reporting requirements, and other monitoring activities necessary to assess compliance with contractual requirements and performance expectations.

C.3.2.6. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned Other Cost Accumulator (OCA) per the approved "Cost Allocation Plan" (**Attachment 1**, Incorporated Documents). In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (**Attachment 1**, Incorporated Documents).

C.3.2.7. The Lead Agency shall re-procure all CMO contracts in accordance with the requirements of Chapter 287, F.S.

C.3.2.8. By its representative's signature on this Contract Lead Agency certifies it has disclosed in writing to the Department any actual or potential matters requiring written notice, or any actual or potential conflict of interest under **A.7.4.** and **A.7.5.** above that exist at the time of entry into this Contract. The Lead Agency shall annually thereafter make this certification as to the prior year. Failure to truthfully and accurately make such certification is a material breach of this Contract by Lead Agency. In addition, damages for breach of any of the terms of **C.3.2.** cannot be adequately calculated, therefore, in addition to any remedies for material breach, the Contract's administrative funds shall be reduced by the value of the undisclosed contract or contracts. The Department retains all remedies including termination.

C.3.2.9. The Lead Agency shall directly provide no more than 35% of all child welfare services provided, in accordance with §409.988, F.S. unless it can demonstrate a need within the Lead Agency's geographic service area to exceed this threshold. The request for exemption must comply with requirements as outlined in CFOP 170-16, Chapter 9-Community Based Care Lead Agency Direct Services Exemption Process and requires Department approval in advance of exceeding the established threshold.

C.3.2.9.1. The approval process for an exemption to exceed the 35 percent threshold is limited to 2 years.

C.3.2.9.2. Upon the Department approving any exemption that allows a Lead Agency to directly provide more than 40 percent of all child welfare services provided, the Department shall require the Lead Agency to undergo an operational audit by the Auditor General to examine the Lead Agency's procurement of and financial arrangements for providing such services. The audit shall, at a minimum, examine the costs incurred and any payments made by the Lead Agency to itself for services directly provided by the Lead Agency compared to any procurement solicitations by the Lead Agency, and assess the adequacy of the efforts to obtain services from subcontractors and the resulting costs and cost-effectiveness of the services provided directly by the Lead Agency. The Auditor General shall conduct such audits upon notification by the Department.

C.3.3. Records and Documentation

C.3.3.1. The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

C.3.4. Reports (programmatic and to support payment)

C.3.4.1. The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format, are all specified in **Attachment 2**, Reports & Plans.

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EXHIBIT D – DELIVERABLES

D.1. Service Units

D.1.1. A service unit is one month of all Systems of Care related services to all eligible children and their families, as described in **Exhibit B**, performed in accordance with **Exhibit C**.

D.2. Records and Documentation

D.2.1. The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

D.3. Reports & Plans

D.3.1. The list of reports and plans to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format, are all specified in **Attachment 2**, Reports & Plans.

D.4. Department Determinations

D.4.1. Subject to the provisions of **A.6.3.**, Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. MINIMUM PERFORMANCE MEASURES

E.1.1. Performance Specifications

E.1.1.1. By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below. Per §402.73, F.S., and §409.996, F.S., the Department may employ one or more of the following contractual actions for Lead Agency failure to comply with contract terms. Enhanced monitoring and reporting, imposition of corrective action plans, technical assistance and consultation from the Department, imposition of financial penalties, or early termination of contracts.

E.1.1.2. The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure. Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

E.1.1.3. Any modifications or additions will only be accomplished through formal amendment to this Contract.

E.1.1.4. If the Lead Agency fails to meet the following measures, the Department may allow up to six months for the Lead Agency to achieve compliance with the measures. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can validate that the performance measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

E.1.1.5. The Lead Agency shall continuously monitor the child welfare information system data to ensure accurate input. Quarterly, the Department shall provide the Lead Agency with the child welfare information system data so that the Lead Agency, in turn, is able to disclose to the Department any inputted errors of which the Lead Agency is aware. The Lead Agency is to provide these inputted child welfare information system errors, along with valid supporting documentation, no later than 15 business days after receipt of the aforementioned child welfare information system data from the Department.

E.1.1.6. The Department shall ensure qualitative data utilized to generate the performance scores of qualitative accountability metrics reflects a valid sample size by circuit and interrater reliability scores of the data collection instrument are published.

E.2. Performance Evaluation Methodology

E.2.1. The performance evaluation methodology for statewide measures is posted on the Department's website and included in the Biography of Accountability Metrics :https://myflfamilies.com/ocfw-dashboard

E.3. Performance Measure for Acceptance of Deliverables

E.3.1. The Lead Agency agrees that the statewide child welfare information system will be the source of all data used to determine compliance with performance measures.

E.4. Minimum Performance Measures

E.4.1. If the Lead Agency fails to meet a minimum performance requirement for four consecutive reporting periods, the Department shall determine that performance is deficient and may apply a payment adjustment equal to one-half percent (0.5%) of the Lead Agency's next scheduled monthly advance payment for each performance measure not met. At the time such financial consequence is

applied, the Department may require the Lead Agency to develop and implement a Corrective Action Plan (CAP) in accordance with this Contract.

E.4.2. If the Lead Agency continues to fail to meet the same performance measure following implementation of the CAP, the Department may increase the payment adjustment up to one percent (1.0%) of the monthly advance payment and may impose Financial Penalties in accordance with **6.1,** s. 402.73(1), F.S., and Rule 65C-29.001, F.A.C.

Lead Agency Performance Measures		
Measure Description	**Financial Consequence**	**Reporting Frequency**
Development and Planning Function The Lead Agency actively seeks to expand its provider network and/or service capacity, based on service needs determined by the annual needs assessment or Department priorities and subject to the availability of funds, per TBD, and the provider network is increased by 5% over its baseline in the first year and then greater than or equal to 2% per year thereafter. Numerator: Number of providers. Denominator: This is measured by the number of new providers added to the network. The Lead Agency actively seeks to expand its placement network, based on service needs as determined by the annual Retention and Recruitment report or Department priorities. The placement network shall be increased by TBD % for Level II licensed providers over its baseline in the first year and then greater than or equal to TBD% per year thereafter. Recruitment and Retention Plan- the Lead Agency will develop a comprehensive Recruitment and Retention Plan that is designed to fulfill their catchment area needs and align with a Home for Every Child Initiative.		

Ref#	Category	Measure Description	Standard	Report Period
System-Wide Metrics				
1.	Safety	Children with no recurrence of verified maltreatment within 12 months of a prior verified maltreatment	90.3%	The month ending 15 months prior to the end of the report month. (e.g., March 1, 2027 - March 31, 2027, for the month ending June 30, 2028).
2.	Permanency	Children achieving permanency within 12 months of entering care.	35.2%	The month ending 12 months prior to the end of the report month (e.g., June 1 through June 30, 2027, for the report month ending June 30, 2028).
3.	Permanency	Children achieving permanency within 12 months for children in Out-of-home care between 12 and 23 months.	43.8%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2027, for the report month ending June 30, 2028).
4.	Permanency	Children achieving permanency within 12 months for children in out-of-home care for 24 months or more	37.3%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2027, for the report month ending June 30, 2028).
5.	Permanency	Children who do not re-enter foster care within 12 months of moving to a permanent home.	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. (e.g., October 1 to September 30 for the 12-month period ending September 30).
6.	Permanency	Children who are reunified within 12 months of removal and who do not re-enter out of home care within 12 months of reunification	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. Includes children reunified within 12 months of removal during the period, with re-entry tracked for 12 months following reunification.
7.	Permanency	Children who are reunified within 12-23 months and who do not re-	94.4%	The 12-month period ending 24 months prior to

Ref#	Category	Measure Description	Standard	Report Period
		enter out of home care within 12 months of reunification.		the end of the report quarter. Includes children reunified within 12–23 months of removal during the period, with re-entry tracked for 12 months following reunification.
8.	Permanency	Children who are reunified in 24+ months and who do not re-enter out of home care within 12 months of reunification.	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. Includes children reunified 24 months or more after removal during the period, with re-entry tracked for 12 months following reunification.
9.	Permanency	Children who achieve adoption or permanent guardianship and who do not re-enter out of home care within 12 months of achieving permanency.	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. Includes children who achieved adoption or permanent guardianship during the period, with re-entry tracked for 12 months following permanency.
Case Management – Quantitative Metrics				
6.	Safety	Rate of children not abused or neglected while in out-of-home care.	<=9.07	The month ending three months prior to the end of the report month (e.g., June 1, 2027, to June 30, 2027, for the report month ending September 30, 2027).
7.	Safety	Percent of children not abused or neglected while receiving in-home services.	95%	The month ending three months prior to the end of the report month (e.g., June 1, 2027, to June 30, 2027, for the report month ending September 30, 2027).

Ref#	Category	Measure Description	Standard	Report Period
8.	Well-Being	Percent of children under supervision who are seen every 30 days.	99.5%	The month ending as of the end of the report month (e.g., June 1, 2027 – June 30, 2027, for the month ending June 30, 2027).
9.	Permanency	Percent of Level 1 Foster Home Placements	40%	The last day of the report month.
10.	Permanency	Rate of children's placement moves per 1,000 days in foster care.	≤ 4.5	The twelve (12) month period ending as of the end of the report month (e.g., April 1, 2027, to March 31, 2028 for the report month March 2028)
11.	Permanency	Percent of children placed with relatives or nonrelatives.	60%	The last day of the report month.
12.	Permanency	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report month.
13.	Permanency	Number of children with finalized adoptions during each state fiscal year (SFY) ending June 30. SFY 2026-27 (six months) SFY 2027-28 SFY 2028-29 SFY 2029-30	TBD TBD TBD TBD	Monthly: Performance through the end of the month prior to the report month Fiscal Year to Date: Same as monthly.

Case Management – Qualitative (Life of Case-Child and Family Service Review) Metrics				
14.	Safety	Item 2: Services to Prevent Removal	90%	The month ending as of the end of the report month.
15.	Safety	Item 3: Risk and Safety Assessment and Management	90%	The month ending as of the end of the report month.
16.	Permanency	Item 4: Stability of Foster Care	90%	The month ending as of

		Placement		the end of the report month.
17.	Permanency	Item 5: Permanency Goal of the Child	90%	The month ending as of the end of the report month.
18.	Permanency	Item 6: Achieving Reunification, Guardianship, Adoption, Or Other Planned Permanent Living Arrangement	90%	The month ending as of the end of the report month.
19.	Permanency	Item 7: Placement with Siblings	90%	The month ending as of the end of the report month.
20.	Permanency	Item 8: Visiting with Parents and Siblings in Foster Care	90%	The month ending as of the end of the report month.
21.	Permanency	Item 9: Preserving Connections	90%	The month ending as of the end of the report month.
22.	Permanency	Item 10: Relative Placement	90%	The month ending as of the end of the report month.
23.	Permanency	Item 11: Relationship of Child in Care with Parents	90%	The month ending as of the end of the report month.
24.	Well-Being	Item 12: Needs and Services of the Child Parents, and Foster Parents	90%	The month ending as of the end of the report month.
25.	Well-Being	Item 13: Child and Family Involvement in Case Planning	90%	The month ending as of the end of the report month.
26.	Well-Being	Item 14: Caseworker Visits with the Child	90%	The month ending as of the end of the report month.
27.	Well-Being	Item 15: Caseworker Visits with Parents	90%	The month ending as of the end of the report month.

28.	Well-Being	Item 16: Educational Needs of the Child	90%	The month ending as of the end of the report month.
29.	Well-Being	Item 17: Physical Health Needs of the Child	90%	The month ending as of the end of the report month.
30.	Well-Being	Item 18: Mental/Behavioral Health Needs of the Child	90%	The month ending as of the end of the report month.

E.5. Posting of System of Care Information on Website

E.5.1. Pursuant to §409.988(1)(k), F.S., by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the Lead Agency, if the Lead Agency provides case management services, and in total for all case management services subcontracted or directly provided by the Lead Agency:

E.5.1.1. The average caseload of case managers, including only filled positions;

E.5.1.2. The total number and percentage of case managers who have 25 or more cases in their caseloads;

E.5.1.3. The turnover rate for case managers and case management supervisors for the previous 12 months;

E.5.1.4. The percentage of required home visits completed; and

E.5.1.5. Performance on outcome measures required pursuant to §409.997, F.S., for the previous 12 months.

E.5.1.6. The number of unlicensed placements for the previous month.

E.5.1.7. The percentages and trends for foster parent and group home recruitment and licensure for the previous month.

E.5.1.8. The percentage of families being served through family support services, in-home services, and out-of-home services for the previous month.

E.5.1.9. The percentage of cases that were converted from nonjudicial to judicial for the previous month.

E.5.1.10. Children’s legal services staffing rates.

E.6. Corrective Action Plans

E.6.1. If the Lead Agency fails to meet required performance measures, or if monitoring identifies performance deficiencies, or if the Lead Agency fails to demonstrate acceptable progress toward remediation of identified deficiencies the Department shall, at its discretion, require the Lead Agency to develop and implement a Corrective Action Plan (CAP) or may apply financial consequences or other contractual remedies as authorized under this Contract.

E.6.2. The Department is not required to issue a CAP prior to applying financial consequences or other remedies for noncompliance, nonperformance, or unacceptable performance, except where required by Rule 65-29.001, F.A.C.

E.6.3. When a CAP is required, the Department will notify the Lead Agency of the deficiency and may require submission of a CAP within 10 days of notification. The CAP shall outline all documented

deficiencies, a timetable to correct the deficiencies within an agreed upon reasonable timeframe, and a schedule for reporting progress toward correction.

E.6.4. The Department's approval or denial of the CAP shall be provided to the Lead Agency's Contract Manager (CM). All communications regarding the CAP will flow between the Department's CM and the Lead Agency's CM.

E.6.5. Failure to implement or make acceptable progress toward a Department-approved CAP may result in the imposition of financial penalties in accordance with §402.73, F.S., Rule 65-29.001, F.A.C., and the applicable provisions of this Contract.

E.6.6. Nothing in this section shall limit the Department's authority to impose financial consequences, including refusal to make payment, withholding payment, partial payment, payment adjustments, or termination, as provided under this Contract.

E.7. Financial Consequences & Financial Penalties

E.7.1. Financial Consequences

The Department may impose Financial Consequences for failure to comply with any contractual requirement, deliverable, performance measure, reporting requirement, or other obligation under this Contract. Financial Consequences may be imposed independent of a Department-required Corrective Action Plan (CAP) unless otherwise required by law, the Standard Contract, or this Contract.

E.7.2. Financial Penalties

Financial Penalties apply only to the Lead Agency's failure to implement or make acceptable progress toward a Department-required CAP in accordance with Section 6.1 of the Standard Contract, §402.73(1), F.S., and Rule 65-29.001, F.A.C. Financial Penalties are in addition to, and do not limit, the Department's authority to impose Financial Consequences or pursue other contractual remedies.

E.7.3. The Department may apply the Financial Consequences and other remedies identified in the table below for the specified instances of noncompliance. Where a Department-required CAP is subsequently imposed and the Lead Agency fails to implement or make acceptable progress toward the CAP, Financial Penalties may also be imposed in accordance with Section 6.1 of the Standard Contract.

E.7.4. Upon implementation and failure of a Department-required CAP to ameliorate deficiencies in performance prescribed in **E.4.** within the established timeframe, the Department may apply Financial Penalties in accordance with **6.1.**

E.7.5. Financial Penalties apply specifically to the Lead Agency's failure to implement or make acceptable progress toward a CAP and are in addition to, and do not limit, the Department's authority to impose financial consequences or other remedies for noncompliance independent of a CAP, as provided elsewhere in this Contract.

E.7.6. The Financial Penalties below shall be imposed by the Department for noncompliance with applicable law for the procurement of commodities or contractual services.

E.7.7. In the event of a conflict between this table and the Contract, the referenced Contract section shall control.

E.7.8. Unless otherwise specified, Financial Penalties under this section shall be calculated as a percentage of the invoice amount for the billing period in which the noncompliance occurred, in accordance with §§287.058(1)(h) and 215.971(1)(c), F.S. Certain requirements tied to placement, reimbursement, or high-risk service documentation may result in fixed or per diem Financial Penalties as specified in this section.

E.7.9. Financial Penalties associated with failure to implement a Corrective Action Plan shall be applied in accordance with §402.73(1), F.S., and Rule 65-29.001, F.A.C., and may be calculated based on total contract payments as provided therein.

ADMINISTRATIVE AND REPORTING REQUIREMENTS				
Deliverable	**Contract Reference**	**Requirement**	**Frequency**	**Financial Consequences and Financial Penalties**
Executive Compensation Report	B.6.1.4.1	Submit by May 1	Annual	2%
Payroll Records Submission	B.6.1.4.2	Submit by October 1	Annual	2%
Documentation Requests	A.5.3.1.3.; A.5.3.1.4; B.6.1.4.1.	Provide within 2-3 business days as specified in referenced clauses	Ad Hoc	2% per occurrence
Policies & Procedures	B.6.3.1.	Submit within 5 business days upon request	Ad Hoc	2%
Operating Procedures	B.6.3.2. (Annual requirement paragraph)	Submit annually by May 15	Annual	2%
Board Governance Documentation	A.7.2.2. and A.7.2.3.	Board governance, transparency, and lived experience requirements	Annual	2%
Litigation Notification	B.6.4.1	Notify within 3 days	Ad Hoc	2%
OPERATIONAL AND SERVICE DELIVERY REQUIREMENTS				
Out-of County Home Studies	C.2.26.2.1.	Meet assignment/initiation/completion timelines	Ongoing	5%
Adoption Home Studies	C.2.14.6.12.	Meet required timelines	Ongoing	5%
Foster Care Case Transfers	C.2.10.2.; C.2.14.3.	Complete within required timelines	Ongoing	5%
Courtesy Supervision	C.2.26.2.	Timely assignment and contact	Ongoing	5%
Case Plan Assistance	C.2.26.2.1.	Meet assignment and contact timelines	Ongoing	5%
Family Support Services Initiation	C.2.8.6.	Initiate within 5 days	Ongoing	5%

Monthly Family Contact	C.2.8.7.	Maintain required contact frequency	Ongoing	5%
Data Entry (System)	C.2.7.4.; C.2.8.10.	Enter within 2 business days	Ongoing	5%
Lived Experience Council Plan	C.2.6.1.	Submit within 90 days	One-time	5%
Lived Experience Council Implementation	C.2.6.6.1.-C.2.6.2.	Implement within 365 days	One-time	5%
Prevention Plan Participation	C.2.5.4.	Participate as required	Annual	5%
Residential / BQRTP Placement Documentation	C.2.20.11.; C.2.20.17.	Document assessment, justification, and placement decision in the child welfare information system within required timeframe	Per occurrence	$395 per child, per day for each day documentation is missing, incomplete, or entered more than 30 days after placement.
COMPLIANCE, LEGAL AND HIGH-RISK REQUIREMENTS				
Conflict of Interest Disclosure	A.7.4.; A.7.5.; A.7.6.	Disclose all known and potential conflicts of interest as required by this Contract prior to execution of any related subcontracts or activity	Per occurrence	$5,000 per undisclosed conflict; $20,000 for first violation involving failure to disclose prior to contract execution; $30,000 for second or subsequent violations
Failure to Reprocure Contracts	A.7.6.2.	Reprocure when required	As required	10% + recoupment
Salary Cap Compliance	B.6.1.4.2.	Comply with §409.992, F.S.	Ongoing	10% + recoupment

Audit & Monitoring Access	A.5.3.1.1-1.4.	Provide access and documentation	Ongoing	10%
Public Records Compliance	A.5.2.1.1.	Comply with Ch. 119, F.S.	Ongoing	Up to 10% or termination
Health & Safety Noncompliance	C.1.1.1.; C.2.9.; C.2.15.3.-C.2.15.5.; C.2.18.2	Maintain safety standards	Ongoing	10%
Procurement and Related Party Noncompliance	A.7.5.; A.7.6.	Comply with procurement laws and related party requirements	Per occurrence	$20,000 (first occurrence); $30,000 (subsequent occurrences)
Title IV-E Eligibility Case Processing – Timeliness	C.2.28.17	95% of eligibility assessments submitted within 20 calendar days.	Monthly	1% reduction in monthly administrative payment until compliance is achieved.
Title IV-E Eligibility Case Processing – Accuracy	C.2.28.17	Less than 5% error rate for completeness and accuracy.	Monthly	1% reduction in monthly administrative payment until compliance is achieved and repayment of any associated federal disallowances.

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EXHIBIT F – METHOD OF PAYMENT

F.1. PAYMENT, INVOICE AND RELATED TERMS

F.1.1. This is an advance fixed payment contract comprised of federal sources and a grant of state funds. The method of payment is per §409.990(1), F.S. The Department will pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed **$TBD** subject to the availability of funds. The Schedule of Funds (**Exhibit F1**), which identifies the amount of the federal and state sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The attached Schedule of Funds provides as follows:

Exhibit F1-1	Fiscal Year 26-27	$TBD
Exhibit F1-2	Fiscal Year 27-28	$TBD
Exhibit F1-3	Fiscal Year 28-29	$TBD
Exhibit F1-4	Fiscal Year 29-30	$TBD

SERVICE UNIT	FIXED PAYMENT	# OF UNITS	TOTAL AMOUNT	TOTAL FISCAL YEAR AMOUNT
F-1.1.1. Fiscal Year 2026-2027 (Six Months)				
Two Months of Child Welfare and Related Services (January/February)	$TBD	1	$TBD	$TBD FY 26-27
One Month of Child Welfare and Related Services (March - June)	$TBD	4	$TBD	
F-1.1.2 Fiscal Year 2027-2028				
Two Months of Child Welfare and Related Services (July/August)	$TBD	1	$TBD	$TBD FY 27-28
One Month of Child Welfare and Related Services (September - June)	$TBD	10	$TBD	
F-1.1.3 Fiscal Year 2028-2029				
Two Months of Child Welfare and Related Services (July/August)	$TBD	1	$TBD	$TBD (projected) FY 28-29
One Month of Child Welfare and Related Services (September - June)	$TBD	10	$TBD	
F-1.1.4 Fiscal Year 2029-2030				
Two Months of Child Welfare and Related Services (July/August)	$TBD	1	$TBD	$TBD (projected) FY 29-2930
One Month of Child Welfare and Related Services (September - June)	$TBD	10	$TBD	

These amounts are subject to increase, via contract amendment, according to the terms specified in **F.1.14**., Renegotiation. State and federal not documented as being earned, shall be returned to the Department. The Lead Agency understands that several federal sources are capped, and their amounts may not be increased, so that payment for costs more than the funding provided is only available from

state funds or other outside funding sources. If state funds are applied towards capped allocation it will require Department approval to determine revenue impacts,

This Contract is funded by Appropriation Line Items for Grants and Aids - Child Protection, Grants and Aids - Adoption Assistance, Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services, Grants and Aids – Guardianship Assistance Program Payments and Grants and Aids - Purchase of Therapeutic Services for Children. The CM will provide specific Appropriation Line-Item numbers for each fiscal year of this Contract as they are published.

F.1.2. Advance Payments

F.1.2.1. If the fiscal year contract value is changed during the year, advance payments shall be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid. In the event that funding increases are available immediately (i.e., risk pool funding or prior year excess earnings), a supplemental invoice may be requested in accordance with the method of payment schedule.

F.1.2.2. Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Per §216.181(16)(b), F.S., the Lead Agency shall temporarily invest surplus advanced funds in an insured account or an interest-bearing account and return any interest earned to the Department periodically or no later than 45 days after the end of this Contract (including any renewals). Any interest earnings must be documented on an “Interest Earned Quarterly Report” (**Attachment 2**).

F.1.2.3. The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

F.1.3. Cost Reimbursement

F.1.3.1. Costs incurred by the Lead Agency will be reimbursed by Contract funds under the following conditions:

F.1.3.1.1. All costs incurred by the Lead Agency must be of a type authorized by this Contract, allowable in nature under federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in §215.425, F.S., and subject to reasonably and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.

F.1.3.1.2. Compensation pursuant to §409.990(4), F.S., shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

F.1.3.1.3. Children’s Mental Health Child Welfare Wraparound Funding. All expenditures under this funding source must be supported by the “Therapeutic Services for Children Purchases (100806 Fund) Semi-Annual Report” (**Attachment 1**, Incorporated Documents) and any funds unexpended during any fiscal year must be returned to the Department the 30th of each month for expenditures incurred during the preceding month. Supporting documentation must be submitted with the invoice to support all expenditures in accordance with the guidance documents.

F.1.3.1.4. Monthly Invoice

F.1.3.2. The Lead Agency shall request payment monthly through the submission of a properly completed invoice, prepared on the Lead Agency’s letterhead in the format described in the “CBC Invoice” (**Attachment 1**, Incorporated Documents). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in **Attachment 2** - Reports & Plans.

F.1.3.2.1. Prior Month “CBC Monthly Actual Expenditure Report” (**Attachment 2**).

F.1.3.2.2. "Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports" (**Attachment 1**).

F.1.3.2.3. "Child Access and Visitation Grant Monthly Match Funds Report" (**Attachment 1**).

F.1.3.2.4. FSFN-generated OCA Summary and Detail Report.

F.1.4. Reconciliation

F.1.4.1. A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the "FSFN to CBC Monthly Expenditure Report Reconciliation Template" (**Attachment 1**, Incorporated Documents).

F.1.5. Failure to Submit

F.1.5.1. The failure to submit required documentation shall cause payment to be delayed until such documentation is received.

F.1.6. Invoice Submission and Reconciliation Schedule:

SERVICE MONTH	TYPE OF REQUEST	BASED ON	SUBMISSION DATE
July - August	Estimated Pay	1/6th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12th of Fiscal Year Contract Amount	The 20th day of the month prior to month of service

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

F.1.7. Submission of Monthly Accounting Records

F.1.7.1. Monthly Trial Balance and Detailed General Ledger from the Lead Agency's accounting system and any other reports necessary to support expenditures reported via the CBC Financial Application in total and by cost pool (OCA). The Detailed General Ledger must be submitted in a flat file format in Excel or another importable format.

F.1.8. Cost Allocation Plan

F.1.8.1. The Lead Agency shall submit an initial Cost Allocation Plan within 30 days of execution and a revised Cost Allocation Plan to the CM annually by August 31, unless otherwise extended in writing by the Department.

F.1.8.2. The Department will review the Cost Allocation Plan and provide written comments within 30 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 days of the date of the written response, unless extended in writing by the Department.

F.1.8.3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:

F.1.8.3.1. Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);

F.1.8.3.2. Makes internal organizational changes that affect the cost allocation methodology; or

F.1.8.3.3. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F.1.8.4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Department's CM. The Lead Agency shall submit the amended or

revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 days of the date of the Department's written response, unless extended in writing by the Department.

F.1.8.4.1. The Lead Agency is responsible for documenting federal earnings.

F.1.8.4.2. The Lead Agency is responsible for documenting state earnings.

F.1.9. Carry Forward

F.1.9.1. "Planned Uses of State Funds Carried Forward" (**Attachment 1**, Incorporated Documents) is due within 30 days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years and is subject to approval by the CM. The plan is required to be submitted in the CBC Financial Application.

F.1.9.2. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and include State Funds Carry Forward Expenditures on the Community Based Care (CBC) Monthly Actual Expenditure Report in the CBC Financial Application to account for those expenditures when requesting payment.

F.1.10. CBC Annual Budget and Quarterly Budget Projections

F.1.10.1. The budgeted amount for each fiscal year in **F.1.1.** must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (**Exhibit F1**). A new "CBC Annual Budget by Service Category" Form (**Attachment 1**, Incorporated Documents) must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (**Exhibit F1**) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within 15 business days of submission. Any budget revisions as required by the Department are to be submitted to the Department's CM within 10 business days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (**Exhibit F1**) will result in no further payments being made until an adjusted budget is submitted to the Department.

F.1.10.2. The Lead Agency shall submit quarterly budget projections by the specific dates and format prescribed by the Department in **Attachment 1**, Incorporated Documents and **Attachment 2**, Reports & Plans, unless the quarterly budget projections are waived by the Department.

F.1.10.3. A detailed spending plan, approved by the Lead Agency's Board of Directors, shall be submitted to the Department for all projected expenditures for the fiscal year. The spending plan must demonstrate that core expenditures will not exceed the appropriated amount of core funding and reserves a certain amount of funding for unanticipated expenses. The Department shall not release any additional funding for the fiscal year beyond the two-month advance until the Department has reviewed and approved the Lead Agency's spending plan. At any point in time during the fiscal year, if the Lead Agency's actual expenditures project and end of year deficit; the Lead Agency must submit a revised spending plan to the Department. The revised spending plan must reflect actions to be taken by the Lead Agency to remain within appropriated core funding for the remainder of the fiscal year.

F.1.11. Service Delivery and Expenditure Documentation

F.1.11.1. The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in §409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures (**Attachment 1**, Incorporated Documents).

F.1.12. Match Requirements

F.1.12.1. To receive any Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to 25% of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F.1.12.2. For the Lead Agency receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F.1.12.3. The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (**Attachment 1**, Incorporated Documents).

F.1.13. Renegotiation

F.1.13.1. Pursuant to the provisions of §409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

F.1.14. Full Compensation

F.1.14.1. This fixed payment Contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

F.1.15. Federal or State Audit

F.1.15.1. The Lead Agency shall demonstrate financial responsibility through an organized plan for regular fiscal audits.

F.1.15.2. The Lead Agency shall follow the financial guidelines developed by the Department and shall comply with regular, independent auditing of its financial activities, including any requests for records associated with such financial audits within the timeframe established by the Department or its contracted vendors. The results of the financial audit must be provided to the community alliance(s) established under §20.19(5), F.S., in the Lead Agency's service area.

F.1.15.3. The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations, or the amount of any incorrect claim discovered in any federal or state audit, shall be repaid to the Department by the Lead Agency upon discovery unless the Lead Agency can demonstrate a specific reliance on technical assistance from the Department. To do so, the Lead Agency must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the Contract Manager, the technical assistance was provided in writing, and the technical assistance was the direct cause of the disallowance.

F.1.16. Fees

F.1.16.1. No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department.

F.1.17. Disaster Recovery and Aid

F.1.17.1. The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recover from a major disaster.

F.1.18. Financial Consequences

F.1.18.1. The Department may apply Financial Consequences, as defined in this Contract, for the Lead Agency's failure to meet any requirement, deliverable, performance measure, or obligation set forth in this Contract, including but not limited to those described in Exhibits D, E, and Attachment 2. Financial Consequences may include, but are not limited to, the delay, denial, reduction, disallowance, or recoupment of payment and may be applied at the time of nonperformance without the requirement for a corrective action plan.

F.1.18.2. Financial Consequences shall be applied in a manner that is consistent with the applicable provisions of this Contract and proportionate to the nature and severity of the nonperformance. The application of Financial Consequences does not preclude the Department from requiring corrective action or pursuing additional remedies, including Financial Penalties in accordance with §402.73(1), F.S., and Rule 65-29.001, F.A.C.

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EXHIBIT F1-1 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2026-2027

TBD

EXHIBIT F1-2 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2027-2028

TBD

EXHIBIT F1-3 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2028-2029

TBD

EXHIBIT F1-4 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2029-2030

TBD

ATTACHMENT 1- INCORPORATED DOCUMENTS

NOTE: Only documents not part of referenced rule or CFOP are included.

INCORPORATED DOCUMENTS		
Document Title	**Contract Provision(s)**	**Location**
Lead Agency Definition of Terms	A.1.1.1.	(Link to be updated prior to contract execution.)
Lead Agency Expiration /Termination Transition Planning Requirements	A.6.2.1.	(Updated link (Link to be updated prior to contract execution.)
Lead Agency Tangible Personal Property Requirements	A.10.1.; B.5.1.	General Documents Incorporated by Reference | Florida DCF (posting pending)
Lead Agency Authority and Requirements Reference Guide	B.6.2.1.	(Link to be updated prior to contract execution.)
Guidelines for Release of Children's Records	A.5.2.; C.2.25.1.4.	(Link to be updated prior to contract execution.)
Florida's Health Care Oversight and Coordination Plan	C.2.18.1.	(Link to be updated prior to contract execution.)
Suitability for Residential Placement Guidelines	C.2.18.2.	(Link to be updated prior to contract execution.)
60-Day Suitability of Assessment Referral Form	C.2.18.2.	(Link to be updated prior to contract execution.)
90-Day Suitability of Assessment Referral Form	C.2.18.2.	(Link to be updated prior to contract execution.)
Purchase of Therapeutic Services for Children (100806 Funds) Guidance Document	C.2.18.2.; F.1.3.1.3.	(Link to be updated prior to contract execution.)
Lead Agency/CCWIS Information System Requirements	C.2.26.2.	(Link to be updated prior to contract execution.)
Guidelines for Case Assignment, Family Preservation and Judicial Services	C.2.10.2.; C.2.14.2.	General Documents Incorporated by Reference | Florida DCF (posting pending)
Guidelines for Case Transfer, Family Preservation and Judicial Services	C.2.10.3.; C.2.14.3.	General Documents Incorporated by Reference | Florida DCF (posting pending)

INCORPORATED DOCUMENTS		
Document Title	**Contract Provision(s)**	**Location**
Guidelines for Out of County Services	B.32.3.; C.2.26.2.1.	General Documents Incorporated by Reference | Florida DCF (posting pending)
Guidelines for Parent Engagement	C.2.11.2.; C.2.14.6.4.	General Documents Incorporated by Reference | Florida DCF (posting pending)
Guidelines for Visitation (Family Preservation and Judicial Services Cases)	C.2.12.4.6.; C.2.13.; C.2.14.6.4.	General Documents Incorporated by Reference | Florida DCF (posting pending)
Cost Allocation Plan	F.1.8.;F.1.9.; F.1.12.	(Link to be updated prior to contract execution.)
CBC Monthly Actual Expenditure Report	F.1.4.1., F.1.5.	(Link to be updated prior to contract execution.)
Defining Quality Contacts	C.2.12.4.6.; C.2.13.	(Link to be updated prior to contract execution.)
Quality Worker-Parent Visits: A Tip Sheet for Supervisors and Managers	C.2.11.2.; C.2.13.; C.2.14.6.4.	(Link to be updated prior to contract execution.)
Therapeutic Services for Children (100806 Funds) Semi-Annual Report	F.1.3.1.3.	(Link to be updated prior to contract execution.)
CBC Invoice	F.1.3.2.	(Link to be updated prior to contract execution.)
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports	F.1.3.2.2.	(Link to be updated prior to contract execution.)
Child Access and Visitation Grant Monthly Match Funds Report	F.1.3.2.3.	(Link to be updated prior to contract execution.)
FSFN to CBC Monthly Expenditure Report Reconciliation Template	F.1.4.1.	(Link to be updated prior to contract execution.)
Planned Uses of State Funds Carried Forward	F.1.9.1.	(Link to be updated prior to contract execution.)
CBC Annual Budget by Service Category	F.1.10.1.	(Link to be updated prior to contract execution.)

INCORPORATED DOCUMENTS		
Document Title	**Contract Provision(s)**	**Location**
CBC Quarterly Budget Projections	F.1.10.2.	(Link to be updated prior to contract execution.)
Department of Financial Services' Reference Guide for State Expenditures	F.1.3.1.1.	https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf
Federal Uniform Grant Guidance	F.1.3.1.1.	https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Note: The information contained in the last column of this attachment is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment. However, the Department agrees to provide prior, written notification to the Lead Agency of the intent to change items incorporated by reference.

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ATTACHMENT 2- REPORTS & PLANS

The forms of the reports listed in this Attachment and associated guides and instructions are incorporated into this Contract by reference. Each deliverable, report, and plan shall be completed and submitted to the Department's CM by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. In certain cases, copies of the report and plans shall be emailed to other Department staff. The CM will provide an updated list of the designated person for each role. The CM will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Per §287.058(1)(h), F.S., the Department shall specify financial consequences that must apply if the contractor fails to perform in accordance with the contract. The Department shall apply the following financial consequences for failure to submit reports and plans in accordance with the schedule below.

Failure to submit any required report or plan by the specified due date shall result in a payment adjustment equal to one-half percent (0.5%) of the Lead Agency's next scheduled monthly advance payment for each required report or plan not submitted. If the report or plan remains outstanding for more than 10 business days, the Department may increase the adjustment up to one percent (1.0%) of the monthly advance payment until the report or plan is received and accepted.

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
ADMINISTRATIVE REPORTS AND PLANS			
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Property Inventory & Disposition Report, maintained on the Department's website.	Must be completed for initial transfer of equipment and submitted annually by June 15th.	CM
Transition Plan	See Lead Agency Expiration/Termination Transition Planning Requirements, maintained on the Department's website.	Draft within 30 days of termination notice from either the Department or the Lead Agency	Assistant Secretary of Child and Family Well-Being and CM
Emergency Preparedness Plan (COOP)	9.2, and Chapter 252, F.S.	Within 30 days of contract execution and annually (every 12 months).	Regional General Services contact or, at the discretion of each Circuit, the Circuit Disaster Coordinator, and CM
Board of Directors Composition Report	A.7.2.1.	Within 30 days of contract execution for acceptance and	Assistant Secretary of Child and Family Well-Being and CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
		approval by the Department. Then submitted annually on December 1, or upon any change in Board composition.	
Lived Experience Engagement and Board Consultation Report	A.7.2.3.	Annually December 1	Assistant Secretary of Child and Family Well-Being and CM
Case Management Annual Recruitment Program Report	C.2.30.16.-C.2.30.17.7.	TBD	Director of Strategic Initiatives and CM
Case Management Quarterly Recruitment Program Report	C.2.30.16.-C.2.30.17.11.	Quarterly, within 30 days after beginning of each quarter	Director of Strategic Initiatives and CM
Annual Subcontract Monitoring Schedule	Lead Agency Subcontract and Subrecipient Requirements	Annually, on or before July 1	CM
Quarterly Subcontractor Monitoring Findings	Lead Agency Subcontract and Subrecipient Requirements	Quarterly Jan-Mar: April 30 Apr-Jun: August 31 Jul-Sep: October 31 Oct-Dec: January 31	CM
List of all External Systems that Contain CCWIS Data	C.2.28.4.	Annually December 1	CM
PROGRAMMATIC REPORTS AND PLANS			
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Summary, maintained on the Department's website.	Quarterly, within 30 days after the beginning of each quarter.	Office of Child and Family Well-Being, Prevention Manager, and CM
Father Engagement Action Plan and Father Engagement Annual Activities Report	Lead Agency to report on how they meet the needs of fathers, helping fathers establish positive,	Annually on or before September 1.	CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
	stable relationships with their children and assisting fathers in receiving needed services. C.2.22.4.;C.2.22.5.1.		
Recruitment and Retention Plan	Plan template is available on the Office of Licensing Website for foster homes at Foster Home Licensing | Florida DCF C.2.21.1.	Within 90 days of amendment execution annually on July 15 & Quarterly, within 15 days after the beginning of each quarter.	Office of Licensing's Regional Licensing Team and CM
Placement Array and Services Plan	C.2.20.2.-C.2.20.9.	Within 90 days of amendment execution and annually on July 15 & Quarterly, within 15 days after the beginning of each quarter.	OCFW Director of Policy and CM
Policies and Procedures Submission for Department Approval	B.6.3.1.	Prior to Implementation	OCFW Director of Policy and CM
Annual Operating Procedures Review	B.6.3.2.	Annually, no later than May 15	OCFW Director of Policy and CM
Lived Experience Councils Report	C.2.6.3.	Semiannually, due June 30 and December 31	OCFW Director of Policy and CM
Annual Satisfaction Survey Findings Report	C.2.6.7.9.	Annually, no later than December 1	OCFW Director of Policy and CM
Foster Home Rate Matrix Submission	C.2.27.5	Annually, within 30 days of COLA Memorandum issuance	Office of Licensing's Regional Licensing Team and CM
FEDERAL REPORTING AND QUALITY MANAGEMENT			
Civil Rights Checklist	Form CF 946, maintained on the Department's Website.	Annually, no later than July 15	Regional Equal Employment Opportunity contact, and CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
Quality Assurance and Continuous Quality Improvement Annual Reporting and Plan	C.2.26.3.5.-C.2.26.3.6.	Annually on October 15	hq.quality.review.team@myflfamilies.com and CM
Data for quality reviews	Web tools located at: TBD C.2.26.3.1.-C.2.26.3.4.; C.2.26.3.12.	As outlined in the Department's operating procedures for quality reviews.	Data submitted online.
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving federal grant funds.	See Child Access and Visitation Local Service Provider Survey, Addendum and data file, maintained on the Department's website. Directions for completing Report: Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, the addendum; and Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org .	Quarterly, 35 days after end of the reporting period. Annually by October 15, covering previous federal fiscal year, 10/1-9/30.	Office of Child and Family Well-Being and CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
	To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, at 850-644-6303.		
Federal Funding Annual Eligibility Monitoring Report	Sample Plan template and required review tools available at https://www.myflfamilies.com/sites/default/files/2022-12/Federal Funding Monitoring Annual Report (Template).docx	Annually by September 30th	Office of Child and Family Well-Being and CM
Federal Funding Annual Eligibility Monitoring Plan	Sample Plan template and required review tools available at https://www.myflfamilies.com/sites/default/files/2022-12/Federal Funding Monitoring Annual Report (Template).docx	Annually by October 15, covering current federal fiscal year, 10/1-9/30.	Office of Child and Family Well-Being and CM
FISCAL REPORTS			
Executive Compensation Annual Report (Form PCMT-08)	https://www.myflfamilies.com/general-information/contracted-client-services/library	Annually by May 1st	CM
Executive Compensation Payroll Documentation	B.6.1.4.2.	Annually by Oct 1st	Office of CBC/ME Financial Accountability, and CM
Quarterly Training Reports	The Quarterly Training Report template can be found at: The Quarterly Training Report Template can be found at: TBD The Quarterly Training Report Instructions can be found at: TBD	Quarterly All training reports are to be submitted to the Office of Child and Family Well-Being on the following schedule and due dates: Jan-Mar: April 30	hqw.training.reports@myflfamilies.com and CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
		Apr-Jun: August 31 Jul-Sep: October 31 Oct-Dec: January 31	
Annual Staff Development and Training Plan	The Annual staff development and training plan contains all courses that will be offered including: course, title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider, target audience, estimated/project cost, and fund source being used (Title IV-E or another source).	The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15 of each year for the upcoming fiscal year.	hqw.training.reports@myflfamilies.com and CM
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	The Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month.	Office of Child and Family Well-Being, Accounting Services, and CM
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	The Child Access and Visitation Monthly Match Funds Report is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year.	Office of Child and Family Well-Being, Accounting Services, and CM
Interest Earned Quarterly Expenditure Reports		Quarterly. CBC Lead Agencies that have opted to continue monthly interest payments do not have this reporting	Office of CBC/ME Financial Accountability, and CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
		requirement.	
Plan for Financial Viability (409.996(3) F.S.)		September 15 Quarterly reports on the implementation status of the submitted Plan. An annual summary implementation report will be due August 1 of each subsequent year.	CM
Cost Allocation Plan (CAP)	The CBC Cost Allocation Plan Template, CBC Cost Allocation Plan Template Addendum, CBC Cost Allocation Plan Position Listing Template are maintained on the Department's website.	Initially and by August 31 of each state fiscal year, as well as when changes warrant a modification.	CM
CBC Monthly Actual Expenditure Report	The CBC Monthly Actual Expenditure Report format is maintained on the Department's website.	Monthly, except for the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report."	Submitted through the DCF Web Portal using the CBC Financial Application
OCA Summary and Detail Report	A Standard Report available in FSFN in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format	Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required. This applies only for OCAs required to be in FSFN.)	CM
Monthly Trial Balance and Detailed General Ledger	F.1.7.1.	Monthly, with the submission of the CBC Monthly Actual	CM

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
		Expenditure Report and the CBC Final Expenditure Report	
CBC Final Expenditure Report	See CBC Final Expenditure Report format, maintained on the Department's website.	To be submitted on the date of the payment request for September of each fiscal year.	CM
FSFN to CBC Monthly Expenditure Report Reconciliation	"FSFN to CBC Monthly Expenditure Report Reconciliation Template", maintained on the Department's website at: https://www.myflfamilies.com/document/65176	Monthly, with the submission of the CBC Monthly Actual Expenditure Report and the CBC Final Expenditure Report.	CM
CBC Annual Budget by Service Category	The CBC Annual Budget by Service Category format is maintained on the Department's website.	In accordance with **F-1.10.1** (when payment requests follow an amendment that revises the Schedule of Funds).	CM
CBC Quarterly Budget Projections	The CBC Quarterly Budget Projections format is maintained on the Department's website.	To be submitted quarterly in accordance with **F-1.10.2.** Q1 due by 10/31 Q2 due by 1/31 Q3 due by 4/30 No Q4	CM
CBC Invoice	The CBC Invoice is maintained on the Department's website.	July/August Advance due July 1. All others, monthly, by the 20th of each month (estimated pay for the following month.)	CM
Planned Uses of State Funds Carried Forward	Planned Uses of State Funds Carried Forward, is maintained on the Department's website.	Must be submitted within 30 days of receipt from Department of approved amount of state funds carried forward.	CM
Report on Therapeutic	100806 Appendix C	Reporting period –	Substance Abuse and

TITLE	FORMAT AND LOCATION	FREQUENCY	SUBMIT TO
Services for Children (100806 Fund) Expenditures	Semi-Annual Report format is maintained on the Department's website.	January through June: Report due by August 21. Reporting period – July through December: Report due by February 21.	Mental Health Program Office and Office of Child and Family Well-Being at HQW.SAMH.100806@myflfamilies.com and CM
Detailed Spending Plan	A detailed spending plan, approved by the agency's Board of Directors, for all projected expenditures for the fiscal year.	Must be annually submitted and approved by the Department prior to the release of the September fixed payment.	Contract Manager

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

ATTACHMENT 3 – CHILDREN'S LEGAL SERVICES

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

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

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

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

3. Prior to each court hearing, the CLS attorney and case manager must confer on any case to be heard in court. For dependency and termination of parental rights adjudicatory hearings, the CLS attorney and case manager must confer no later than 5 days before the hearing. For judicial review hearings, the CLS attorney and case manager must confer no later than 3 days before the hearing provided that CLS receives from the case manager the Judicial Review Social Study Report 10 business days prior to hearing, as outlined in paragraph 7 below. For all other court hearings not scheduled on an emergency basis, the CLS attorney and case manager must confer no later than two days before the hearing. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position that is in the child's best interest and consistent with Florida law. In the event a unified position is not achieved, escalation is required and shall include CLS Management, Department Management in the region where the case derives, and Lead Agency Management.

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

5. Reasonable written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding. If a Lead Agency employee is subpoenaed to appear for any dependency or termination of parental rights court proceeding, that employee must notify CLS within one business day.

6. The Lead Agency and CLS shall divide the payment for, and provision of, the below items as follows:

6.1. Diligent Searches (Lead Agency).
6.2. Document Translations (Legal pleading by CLS, the remainder by Lead Agency)
6.3. Paternity Testing Services (Lead Agency)
6.4. Professional/Expert Witnesses (Lead Agency for hearings related to placements in residential treatment programs, as well as for assessments and services via the Lead Agency, such as those for case plan and case plan related tasks, and the remainder by CLS. When the Lead Agency secures the services of a professional or expert, the Lead Agency shall negotiate that the professional or expert will

prepare for and travel to a hearing or trial at a rate of no more than $100/hour and testify at a hearing or trial for the Department at a rate of no more than $200/hour or, if the case circumstances require a higher rate, an amount with which CLS concurs in writing).
6.5. Depositions (including transcriptions) (CLS)
6.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country) (CLS)
6.7. Publications (Lead Agency)
6.8. Court Records (Including transcripts from evidentiary hearings and trials) (CLS), unless requested solely for the Lead Agency's purposes.
6.9. Lab fees (Lead Agency)
6.10. Birth, Death, and Marriage Certificates (Lead Agency)
6.11. Home Studies (Lead Agency)
6.12 Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations (Lead Agency)

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

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

9. The Lead Agency shall submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. All such updates can be provided electronically through email or other correspondence. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency. The Lead Agency may either respond directly to the request, copying CLS on the response and separately providing an unredacted copy of the documents, or the Lead Agency may provide CLS with an unredacted and a redacted copy of the documents that are in response to the request within five business days, which CLS will rely upon to respond to the request. . If CLS receives a discovery request for or must supplement a prior discovery request with documents in the possession of the Lead Agency, the Lead Agency must provide CLS with an unredacted and a redacted copy of the documents within five business days of CLS's request for the documents. If the dependency court orders a discovery response sooner than five business days, CLS and the Lead Agency must comply with the deadline imposed by the court.

10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, multidisciplinary reports, notices and accountings concerning Client Trust

Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. The Lead Agency shall submit the documents to CLS using a method selected by the CLS, which may include paper delivery, electronic delivery via email, or submission through an electronic portal that CLS makes available to the Lead Agency. Timely receipt in this context shall mean on or before the time requirements contained in this Attachment, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.

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

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

12.1.To the extent possible, all case planning and permanency staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. The Lead Agency shall ensure the assigned CLS attorney receives reasonable advance notice. CLS is unable to attend multidisciplinary team staffings conducted pursuant to §39.4022, F.S., or staffings attended by parties who are represented by counsel but whose counsel is not in attendance at the staffing.

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

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

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

16. CLS will ensure all court orders are provided to the Lead Agency timely so the Lead Agency is

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

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

18. To expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements.

19. Whenever it appears that a child in out of home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to s. 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication), education, school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

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

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

ATTACHMENT 4
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Lead Agency may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Lead Agency shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Lead Agency is appropriate, the Lead Agency shall comply with any additional instructions provided by the Department regarding such audit. The Lead Agency shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Lead Agency is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Lead Agency expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Lead Agency must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Lead Agency shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Lead Agency expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Lead Agency shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Lead Agency elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Lead Agency shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Lead Agency conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Lead Agency shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

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

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Lead Agency is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Lead Agency expends $750,000 or more in state financial assistance during its fiscal year, the Lead Agency must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Lead Agency shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Lead Agency expends less than $750,000 in state financial assistance during its fiscal year, the Lead Agency shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Lead Agency elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Lead Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Lead Agency's receipt of the audit report or within nine months after the end of the Lead Agency's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Lead Agency directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Lead Agency directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General

Local Government Audits/251

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-

profit organizations), Rules of the Auditor General, the Lead Agency shall include correspondence from the auditor indicating the date the audit report package was delivered to the Lead Agency. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Lead Agency must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Lead Agency's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

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

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EXHIBIT 1 TO ATTACHMENT 4 – POST-AWARD NOTICE

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME: CONTRACT #

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

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

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

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

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

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

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

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at https://apps.fldfs.com/fsaa/state_project_compliance.aspx.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

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