

INVITATION TO NEGOTIATE for Case Management and Adoption Services

ITN# KCI2023-001

Kids Central, Inc.
901 Industrial Drive, Suite 200
Wildwood, FL 34785

www.kidscentralinc.org

TABLE OF CONTENTS

1.0 OVERVIEW	3
1.1 STATEMENT OF PURPOSE	3
1.2 BACKGROUND	3
1.3 MISSION	3
1.4 VISION	3
1.5 CORE VALUES	3
2.0 MAJOR GOALS	4
3.0 SCOPE	6
3.1 SERVICES TO BE PROVIDED	6
3.2 EXPECTED PERFORMANCE MEASURES	6
3.3 QUALITY MANAGEMENT/IMPROVEMENT INITIATIVES	9
3.3.1 Quality Assurance & Quality Improvement Overview	9
3.3.2 Monitoring and reporting on progress relative to child/family outcomes	9
3.3.3 Service Provider Expectations	9
3.4 MANAGEMENT INFORMATION SYSTEMS (MIS) PLAN	10
3.4.1 Training & Timely Data Entry and Management	10
3.4.2 Security Obligations	10
4.0 TERMS OF AGREEMENT	
5.0 QUALIFICATION REQUIREMENTS	
6.0 MISCELLANEOUS REQUIREMENTS	
7.0 ITN PROCESS	
7.1 CONTACT PERSON	
7.2 TIMELINE	
7.3 SOLICITATION CONFERENCE	
7.4 RESPONDENT QUESTIONS	16
7.5 SUBMITTAL PROCESS	17
7.6 EVALUATION OF RESPONSES	17
7.7 RIGHT TO REJECT, WITHDRAW OR MODIFY	19
7.8 SPECIAL CONDITIONS	20
7.9 APPEALS	23
8.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS	24
8.1 GENERAL INSTRUCTIONS	24
8.2 FORMAT REQUIREMENTS	25
8.3 CONTENT REQUIREMENTS	25

8.3.1 Cover Letter for Proposal	25
8.3.2 Table of Contents	25
8.3.3 Executive Summary	25
8.3.4 Proposal Narrative	25
8.3.5 Reference Surveys	28
8.3.6 Administrative Capacity Forms	29
8.3.7 Cost proposal	29
8.3.8 Appendices	29
ATTACHMENT 1 EXAMPLE OF CURRENT CONTRACT PROVISION OF SERVICES	31
ATTACHMENT 2 REFERENCE SURVEY	92
ATTACHMENT 3 CERTIFICATION	95
ATTACHMENT 4 FORMS	96

1.0 OVERVIEW

1.1 Statement of Purpose

Kids Central, Inc. is soliciting proposals from organizations that are qualified to provide Child Welfare Case Management and Adoption Services in the combined counties of Lake and Sumter. The selected organizations will serve as a partner agency within the local Community-Based Care network. This Intent to Negotiate (ITN) is open to all eligible organizations that meet the qualification requirements outlined in this document.

1.2 Background

Kids Central, Inc. is the private, non-profit organization selected by the Florida Department of Children and Families (DCF) as the lead agency responsible for the privatization of child protection services in Citrus, Hernando, Lake, Marion, and Sumter Counties (Circuit 5). The agency develops and manages a comprehensive, community-based system of care for abused, neglected, and abandoned children and their families. Kids Central, Inc. is committed to promoting the welfare of children through abuse/neglect prevention services, in-home care, foster care, and adoption, as outlined in F.S. Section 409.1671. In order to ensure the safety, permanency, and well-being of every child, the Kids Central, Inc. builds a continuum of care for Circuit 5 children and families to address the prevention, intervention and treatment of child abuse and neglect.

In 1999 the Florida Legislature enacted section 409.1671 of the Florida Statues to implement a system redesign in which community-based care organizations would assume child protection services. The Florida legislature mandated that community-based care would promote the safety of children, decrease the time it takes to achieve permanency for all children, promote adoption for children when that is the best permanency option and enhance the state's capacity and accountability for both safety and permanency. In accordance with Florida Statue 409.1671, Kids Central, Inc. was established as the lead agency for Citrus, Hernando, Lake, Marion, and Sumter Counties to deliver prevention services, foster care and other related services, while ensuring each child's safety, permanency, and well-being. On April 1, 2003, the Department of Children and Families (DCF) executed a contract with Kids Central, Inc. Kids Central, Inc. has an established local community board comprised of strong community advocates who represent diverse career leadership.

1.3 Mission

Protecting children. Supporting Families. Engaging Communities.

1.4 Vision

Kids Central's vision is to be the most effective and recognizable lead agency for community-based care, providing child-centered practices that strengthen families and help create, support, and maintain a safe environment for children.

1.5 Core Values

- Integrity: We are professional and honest in our working relationships, honor our commitments and hold ourselves to the highest standards of ethics and conduct.
- Accountability: As stewards of the public's trust, we are responsible, transparent, and dependable in our actions.
- Excellence: We strive for excellence in our work, seek ways to continuously improve and ensure staff and partners have the proper competencies and capacity to exceed customer expectations.
- Empowerment: We empower staff, individuals, families, and communities by respecting their diversity, providing the information and authority necessary to make appropriate decisions, and ensuring they have a voice and choice in their future.
- Collaboration: We engage community members, partners, stakeholders, and service recipients in order to turn vision into action.
- Innovation: We cultivate a learning, adaptable environment using feedback, data, and innovative ideas to improve efficiencies, effectiveness, and results.

2.0 MAJOR GOALS

The purpose and intent of case management and adoption services is to ensure the safety, well-being, and permanency of all children and families served. In order to accomplish such, the Provider shall meet the major program goals identified below:

- a. Ensure safety and stability for all children under the legal custody of the Department while promoting permanency for all children pursuant to the Florida Statutes, Florida Administrative Code, CFSR and the Department's Operating Procedures, and the Policies of Kids Central.
- b. Strengthen the case management and adoption service delivery system through community-based care partnerships.
- c. Ensure the protection and safety of children by providing timely, integrated services for children and family members. Such services shall meet each family's unique needs and capitalize on the family's strengths.
- d. Ensure that children in out-of-home placements experience the minimum number of placements necessary, by working in collaboration with the Kids Central Placement Unit, in making appropriate placements, matching the child's strengths and challenges to the appropriate setting and caregiver, and supporting the placement. Additionally, providing linkage and referrals within 7 days of identified need, conduct home visits in accordance with policy, and maintain regular communication with the caregiver at least monthly.
- e. Ensure that services provided during out-of-home care achieve the child's permanency goals.
- f. Ensure that Family Finding is initiated in an effort to locate extended family to serve as a support for the child. Ongoing Family Finding efforts will occur until the court relieves the agency from continued efforts. Continued participation is expected whether the goal is permanency or adoption.
- g. Support and promote the Independent Living Services that continue the development of program capacity; enhance and maintain a provision of

supportive services; actively engage the youth in the development of their programmatic plan; coordinate and provide a high quality and relevant education plan; offer information related to employment choices; provide opportunities to develop social, civic and leadership skills; and provide a connection to a caring adult. Do so by:

- 1. Actively participating in transition planning
- 2. Inclusion of statute required information in 16- and 17-year-old JRSSR's (39.701(2)(a)10;(3) F.S
- 3. Actively participate in educational planning meetings for youth 13-17
- 4. Collaborative communication with Independent Living Coordinators
- 5. Promote normalcy within youth's placement
- h. Minimize the length of time children wait for permanent adoptive homes.
- i. Increase the number of child sibling groups kept together and adopted.
- j. Increase the number of finalized adoptions of teenagers who are available for adoption and want to be adopted.
- k. Increase the number of finalized adoptions of children with special needs.
- I. Increase the number of children adopted by their biological families.
- m. Monitor the educational needs of all children in care.
- n. Facilitate the implementation of an evidence-based visitation program which includes supervised visits, coaching visits, monitored visits and unsupervised visits based on the following principles:
 - 1. The physical and emotional safety of the child is paramount
 - 2. Visits need to be frequent and regularly scheduled
 - 3. Visit supervision, frequency and length should change as the family makes progress
 - 4. Visitations should occur in the most normalized settings possible
 - 5. Visitation should be scheduled at times and locations that are convenient for the family and the child
 - 6. Visitations should include coaching to facilitate positive parent child interactions.
- o. Coordinate a safety response responsible for intervening with referred families for which a DCF Child Protective Investigator has determined formal safety management services are required. Safety management services are to promote, facilitate and monitor the family's compliance with their <u>In-Home</u> Safety Plan and will include, but not be limited to the following:
 - 1. Providing interventions to ensure a safe environment for the child (ren).
 - 2. Assisting the family in coordinating and accessing available resources to meet needs identified through the assessment process.
 - 3. Helping the family to develop realistic goals to reduce risk factors and set measurable objectives based on their strengths, needs and preferences.

- 4. Providing case consultation and training as needed relating to crisis intervention, mental health, and other domestic issues that may contribute to the disruption of the family.
- 5. Ensure sufficient development, updates and monitoring of Safety Plans and respond and resolve alerts, prompted by the Mindshare electronic technology system, related to safety and/or other concerns identified during an Automated Accountability Response Case Review (AARRT)

3.0 SCOPE

3.1 Services to be Provided

The Case Management and Adoption Services Program should be a family centered practice designed to provide children; who have been removed or are at risk of being removed, from their homes as a result of abuse, neglect, or abandonment; with a full array of child welfare case management services until permanency is achieved. Services shall include an in -home visit no less than every 30 days, preparation of court reports and court representation, parental engagement which entails visits with parents every 30 days, case plan development, permanency planning and staffing, case documentation and data management, connection and interface to Family Finding, and coordination with other providers and community resources.

Attachment I Provision of Services, included, provides a more comprehensive description of expected services.

3.2 Expected Performance Measures

As of the date of this ITN posting, and subject to change, below are required performance measures. Any change in performance measure data/requirements will be automatically incorporated as a part of the support services contract and amended as necessary.

	Measure	FY 2022-2023 Performance Target	Source Report
1.	Percent of children with no verified maltreatment within six months of termination of supervision.	95%	The month ending nine months prior to the report month (e.g., January 1, 2020, to January 31, 2020, for the report month ending September 30, 2020).
2.	Children with no recurrence of verified maltreatment within 12 months of a prior verified maltreatment		The month ending 15 months prior to the end of the report month. (e.g., March 1,2020 - March 31,

		90.9%	2020, for the month ending June 30, 2021).
3.	Children achieving permanency within 12 months of entering care.		The month beginning 12 months prior to the end of the report month (e.g., June 1 through June 30, 2019, for the report
		41%	month ending June 30, 2020).
4.	Children achieving permanency within 12 months for children in Out-of-home		The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the
	care between 12 and 23 months.		report month ending June 30, 2020).
5.	Children achieving permanency within 12 months for children in out-of-home care for 24 months or more	30%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the report month ending June 30, 2020).
6.	Children who do not re-enter foster care within 12 months of moving to a permanent home.	91.7%	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).
7.	Percent of children not abused or neglected while in out-of-home care.	000/	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report
		98%	month ending September 30, 2020).
8.	Percent of children not abused or neglected while receiving in-home services.	96%	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report month ending September 30, 2020).
9.	Percent of children under supervision who are seen every 30 days.		The month ending as of the end of the report month (e.g., June 1, 2020 – June

			30, 2020, for the
		99.5%	month ending June 30, 2020).
10.	Percent of cases with caseworker visits with parents monthly.	80%	The month ending as of the end of the report month.
11.	Children's placement moves per 1,000 days in foster care.	≤4	The twelve (12) month period ending as of the end of the report month (e.g., April 1, 2017, to March 31, 2018, for the report month March 2018.
12.	Percent of children placed with relatives or nonrelatives.	65%	The last day of the report month.
13.	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report month.
14.	Number of children with finalized adoptions during each state fiscal year (SFY) ending June 30.		Monthly: Performance through the end of the month prior to the report month
	SFY 2022-23	242	Fiscal Year to Date: Same as monthly.
15.	Cases with concerted efforts to provide services to prevent entry/re- entry into out-of-home care.	95%	The month ending as of the end of the report month.
16.	Cases with quality caseworker visits with child every 30 days.	95%	The month ending as of the end of the report month.
17.	Cases for which concerted efforts were made to assess and provide services to meet the needs of children, parents, and foster parents.	95%	The month ending as of the end of the report month.
18.	Cases with concerted efforts to involve children and parents in case planning.	95%	The month ending as of the end of the report month.
19.	Cases with quality caseworker visits with parents every 30 days to ensure safety, permanency, well-being, and support achievement of case goals.	95%	The month ending as of the end of the report month.
20.	Cases with concerted efforts to meet the educational needs of the child.	95%	The month ending as of the end of the report month.

21.	Cases with concerted efforts to meet the mental/behavioral health needs of the child	95%	The month ending as of the end of the report month.
22.	Cases with concerted efforts to meet the physical health needs of the child.	95%	The month ending as of the end of the report month.
23.	Cases with concerted efforts to need the dental health needs of the child.	95%	The month ending as of the end of the report month.
24.	Cases with appropriate permanency goals established in a timely manner.	95%	The month ending as of the end of the report month.
25.	Cases for which concerted efforts were made to ensure visitation between a child in out-of-home care with parents and siblings in out-of- home care.	95%	The month ending as of the end of the report month.

The awarded Agency will be expected to meet the performance expectations above during the **2023-2024** fiscal year; for those measures with a specific numeric value, the awarded Agency will be expected to meet the prorated amount.

In addition to the Performance Measures above, Kids Central will also issue Agency specific Balanced Scorecard Measures which will allow Agency staff to earn an incentive, based on the score the Agency was able to achieve for each measure.

3.3 Quality Management/Improvement Initiatives

3.3.1 Quality Assurance & Quality Improvement Overview

The Kids Central Quality Management Department manages and/or facilitates each element of the quality management process. Data gathered through quality assurance reviews is used to monitor and evaluate the management of the system of care, identify opportunities for improving the quality of service, establish initiatives to accomplish agreed upon improvements and monitor resolution of problem areas.

3.3.2 Monitoring and reporting on progress relative to child/family outcomes

Quality Management works to develop mechanisms for improving the efficiency and effectiveness of the services to get better outcomes for children and families. Data is analyzed to support organization-wide planning and correction of problem areas in an effort to maintain a fluid and responsive system of care. Kids Central, Inc. tracks and reports child outcome data in the domains that are consistent with federal and state mandates, including the final Department of Health and Human Services (HHS) measures mandated for every state and as established in the DCF/Kids Central service contract.

3.3.3 Service Provider Expectations

Kids Central Inc.'s subcontracted service providers will be expected to participate fully in the Kids Central quality management process as well as full participation in the development of the quality management plan. The Kids Central application and review process prior to initial contracting ensures that all providers have a sound approach to quality management.

Kids Central will provide technical assistance to any provider in need of help in implementing a quality management process. The provider must submit a written plan of how they will ensure timely response to and resolution of immediate child safety concerns, identified during case reviews completed by the Department and/or Kids Central, Inc.

Every contract with formal network providers and case management agencies will have its outputs and outcomes clearly established. The provider must agree to provide data that Kids Central and DCF needs in order to not only determine whether the terms of the contract have been met, but to include that provider's data in our system-wide analysis.

Kids Central will monitor the contracted providers in the network through a number of mechanisms. The activities referenced below will require a cooperative effort involving Kids Central's Quality Management Department, Contract Management, provider agencies and stakeholders. The following overview of provider oversight and quality assurance and improvement activities is not intended to be an exhaustive description; Kids Central reserves the right to enhance or change procedures as needed to ensure high quality services, in line with best practice and evidence-based processes.

Applicant will also be expected to meet the Quality Management requirements outlined in Attachment I of this ITN.

3.4 Management Information Systems (MIS) Plan

The Respondent must develop a Management Information System (MIS) Plan that addresses the following:

3.4.1 Training & Timely Data Entry and Management

The awarded Provider will be required to train and enter all client and service-related data into any designated Kids Central, Inc. Data System and/or designated State Data System, such as Florida Safe Families Network (FSFN) and Mindshare as required under Kids Central, Inc. policies and procedures. An example of these data systems is listed below:

- 1. Florida Safe Families Network
- 2. Electronic Blue Book
- 3. Mindshare
- 4. Electronic record retention and paperless case files
- 5. AFCAR errors
- 6. Adoption Exchange System
- 7. Incident Reporting

3.4.2 Security Obligations

The awarded Provider will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of the contract. The Provider will ensure that all Provider employees who have access to Kids Central, Inc., or DCF information shall be provided a copy of all applicable Kids Central, Inc. policies and procedures regarding data security. Per Kids Central, Inc. policies and procedures, all provider staff employed under this contract, needing access to data through computer-related media will be required to sign the DCF Security Agreement Form (CF 114). In addition to this form, all contracted employees will be required to complete the DCF's webbased Security Awareness Training and Recertification Training and provide a printed copy of the certificates of completion with the date each were completed to Kids Central, Inc. Data Security Representative annually in order to maintain access to this system. Each

person signing this agreement acknowledges their responsibility for reading, understanding, and adhering to the policies referenced above and the following statutes:

- 1. Section 282.318, Florida Statutes "Security of Data and Information Technology Resources"
- 2. Chapter 815, Florida Statutes, "Florida Computer Crimes Act".
- 3. Florida Administrative Code 60DD-2, "Florida Information Resource Security Policies and Standards".

Using a contract required template, the Provider shall inform Kids Central, Inc. of any personnel that submit a notification of resignation or who are terminated by the Provider, within twenty-four (24) hours of notice.

4.0 TERMS OF AGREEMENT

The anticipated start date of the resulting contract is **July 1, 2023**. The anticipated duration of the contract is five years after the start date, with the concurrence that Kids Central will receive a contract extension from the Department. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments. A formal transition plan for phase-in to full operations will be developed between Kids Central, Inc., the successful subrecipient, and the incumbent Case Management & Adoption agency providers. Contracts minimally, will be subject to annual budget and performance negotiations.

The estimated annual contract for the services covered by this solicitation is \$6 million

The Applicant who is awarded Kids Central, Inc. funds will be <u>required</u> to contractually commit to compliance with Florida Department of Children and Families, Kids Central Inc., and local program guidelines, and to conform to all local, state, and federal rules and regulations pertaining to child welfare programs and services for the activity to be undertaken.

As the best interest of Kids Central, Inc. may require, the right is reserved to make an award to the most responsible applicant, to reject any and all proposals, or waive any minor irregularity or technicality in bids received. Applicant(s) are cautioned to make no assumptions unless their proposal has been evaluated as being responsive and qualified. The award made as a result of this proposal shall conform to applicable ordinances of the Counties of Lake and Sumter and laws of the State of Florida. Kids Central, Inc. reserves the right to cancel an awarded proposal should full funding be unavailable, a contract be unable to be executed successfully within 90 days, or upon due cause, i.e., provider misrepresentation, negligence, non-performance, etc. via written notice of which electronic (email) is acceptable.

5.0 QUALIFICATION REQUIREMENTS

All organizations interested in submitting a proposal must meet the following qualification requirements in order for their proposal to be reviewed and considered for contract. Organizations not meeting these minimum requirements need not apply.

- 1. The respondent must be a licensed Child Placement Agency (CPA) in the State of Florida.
- 2. The respondent must be accredited by the Council on Accreditation (COA) or other acceptable accrediting body.
- 3. The respondent must be a non-profit organization.
- 4. The respondent must have liability coverage and have the ability to meet the following requirements no later than **4/1/2023**:
 - a. The Provider shall maintain continuous adequate general liability coverage in accordance with section 409.1671, F.S. The Provider 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 Provider shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.1671 F.S.
 - b. Provider's policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or nonrenewal.
 - c. The Provider will maintain the following insurance coverage through a duly licensed insurance carrier throughout the term of this Agreement:
 - i. **Professional and General Liability Insurance.** Provider shall maintain professional and comprehensive general liability insurance covering Provider for claims arising from acts or omissions occurring within the scope of the services provided, with a minimum coverage limit of \$1,000,000 (per occurrence) and \$3,000,000 (aggregate).
 - ii. **Sexual Abuse/Molestation Insurance.** Where services to be performed under this Agreement are in the presence of clients, an additional insured endorsement indicating sexual harassment, abuse and sexual molestation coverage is also required with a minimum coverage limit of \$1,000,000 (per occurrence) and \$1,000,000 (aggregate).
 - iii. **Worker's Compensation.** The Provider will also maintain statutory worker's compensation insurance per Florida statutory limits covering all employees engaged in any work associated with this Agreement.
 - iv. **Automobile Liability Insurance.** The Provider shall maintain automobile liability insurance coverage on all owned, leased, and non-owned vehicles with a minimum limit of \$1,000,000 combined single limit coverage.

- 1) **Employee Automobile Liability Insurance.** Pursuant to Chapter 409, F.S., staffs who transport client children and families in their personal automobiles in order to carry out their job responsibilities shall obtain minimum bodily injury insurance, in amount of \$100,000 per claim, \$300,000 per incident, on their personal automobiles.
- Provider Non-Owned Automobile Liability Insurance. In 2) lieu of personal motor vehicle insurance, the Provider' casualty, liability, or motor vehicle insurance carrier shall provide non-owned automobile liability coverage. This insurance provides liability insurance for automobiles that the Provider uses in connection with the Provider's business but does not own, lease, rent or borrow. This coverage includes automobiles owned by the employees of the Provider, or a member of the employee's household, but only while the automobiles are used in connection with the Provider's business. The non-owned automobile coverage for the Provider applies as excess coverage over any other collectible insurance. The personal automobile policy for the employee of the Provider shall be primary insurance, and the non-owned automobile coverage of the Provider acts as excess insurance to the primary insurance. The Provider shall provide a minimum limit of \$1,000,000 in non-owned automobile coverage.
- v. **Property Insurance Requirements.** During the term of this Subcontract, the Provider is responsible for insuring all property purchased or transferred to the Provider pursuant to this Standard Subcontract.
- vi. **General Insurance Requirements.** The Provider shall comply with the following:
 - Proof of all required insurance coverage (i.e., Certificates of Insurance) shall be provided to the Kids Central Contracts Manager prior to Provider's commencement of the contracted services. The Provider shall not provide services or be entitled to any payment under this Agreement until satisfactory documentation of compliance with the above insurance requirements have been provided to Kids Central.
 - 2) The Provider shall submit to Kids Central the 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 Agreement. Kids Central is responsible for providing notification to The Department that the Provider is in full compliance with applicable insurance requirements.
 - 3) "Kids Central, Inc." must be shown as an <u>additional insured</u> for General and Professional Liability, Sexual Abuse and Molestation, Automobile liability, as well as any Umbrella insurance policy.

- 4) Provider shall provide to Kids Central notice of any change of required insurance coverage within forty-eight (48) hours of such change. Each insurance policy shall contain a provision requiring thirty (30) days' notice to Kids Central and the Provider of cancellation, reduction, or non-renewal.
- 5) In any tort action brought against Provider or its employee, net economic damages shall be limited to \$1,000,000 per liability claim and \$1,000,000 per automobile claim, including, but not limited to, past and future medical expenses, wage loss and loss of earning capacity, offset by any collateral source payment paid or payable. In any tort action brought against Provider, non-economic damages shall be limited to \$200,000 per claim. A claims bill may be brought on behalf of a claimant pursuant to Chapter 768, F.S., for any amount exceeding the limits specified in this paragraph. Any offset of collateral source payments made as of the date of the settlement of judgment shall be in accordance with Chapter 768, F.S.
- 6) Kids Central reserves the right to require additional insurance as may be deemed necessary for a particular program or service. Costs for required insurance may be included in the program budget.
- 5. Exhibited by response to this ITN, the Provider affirms that none of the following conditions apply, which require Kids Central to obtain written approval from the Department prior to entering into a Subcontract. Provider affirms it is NOT:
 - a. barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years.
 - b. under investigation or indictment for criminal conduct or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds.
 - c. currently involved or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department.
 - d. had a contract terminated by the Department for failure to satisfactorily perform or for cause; or
 - e. failed to implement a corrective action plan approved by the Department or any other government entity, after having received due notice.
 - f. Ownership interest (either directly or by Provider board members or officers) with Kids Central.
 - g. Commonality of any board members or officer of Provider with Kids Central.

- h. Ownership interests of a third entity (or its board or officers) in both Kids Central and the Provider.
- i. Any employment relationship between the Provider and Kids Central board members or officers.
- j. Commonality of board members or officers between a third entity and both Kids Central and the Provider.
- k. Any agreement with a person or entity that is being contracted with as a single source purchase.
- 6. Upon award, the Provider will be required to sign the "Affidavit Regarding Debarment, Suspension and Subcontractor Ineligibility" and return a signed and notarized copy of same to the Kids Central Contracts Manager prior to the implementation of this Agreement.
- 7. Exhibited by response to this ITN, the Provider has agreed to comply with all applicable policies of Kids Central, as well as the Department's applicable policies, rules, regulations, and governance documents, as approved and agreed to by Kids Central, whether now in force or hereafter adopted or amended, which relate to services. All services provided under this Agreement will be consistent with and adhere to the provisions of the Standard Contract between Kids Central and the Department.
- 8. <u>Certified Minority Business Enterprises:</u> Kids Central encourages Certified Minority Business Enterprises to participate in all aspects related to this ITN.

6.0 MISCELLANEOUS REQUIREMENTS

By responding to this ITN, the respondent acknowledges the following:

- Selected awardee will only provide case management services in Lake and Sumter counties within Circuit 5.
- That, although a services contract will not begin until July 1, 2023, the awardee will
 be expected to begin transition activities as early as May 22, 2023. These activities
 will consist of personnel actions, service center accommodations, licensing and
 insurance requirements, and any other activities Kids Central, Inc. defines in the
 transition plan.
- That the awarded organization will retain pertinent personnel from the transitioning organization. These personnel shall be acquired by the awardee at no less than their current salaries and with immediate eligibility into the awardees benefits program to include, medical insurance and retirement funding.
- That the awarded Agency understands Kids Central will be responsible for the lease of office space in both Lake and Sumter counties.
- That the organization has the ability to provide Case Management and Adoptions service to both Lake and Sumter Counties.

7.0 ITN PROCESS

7.1 Contact Person

Shelly LaFrance
Sr. Director of Finance
Kids Central, Inc.
901 Industrial Drive, Suite 200
Wildwood, FL 34785
ITN@kidscentralinc.org

7.2 Timeline

EVENT	DATE
Release ITN	February 7, 2023
Solicitation Conference	March 1, 2023
Questions due from respondents	March 10, 2023
Final answers to questions	March 17, 2023
Proposal due date	April 3, 2023
Notice of Intent to Declare Award	April 24, 2023
Final Award Notice	May 1, 2023
Negotiations	May 15-19, 2023
Transition Start	May 22, 2023
Transition Complete & Services Contract Begins	July 1, 2023

7.3 Solicitation Conference

A solicitation conference will be held on **March 1, 2023**, 9:00 a.m. at Kids Central, Inc. located at 901 Industrial Drive, Suite 200 in Wildwood, Florida. Attendees <u>must</u> RSVP to the contact person as listed in Section 7.1 of this ITN, no later than 5 PM on **February 28, 2023**.

7.4 Respondent Questions

All questions regarding this ITN must be submitted in writing to ITN@kidscentralinc.org. Answers to all questions will be posted at www.kidscentralinc.org. for the benefit of all respondents. Please note that all questions must be submitted by March 10,2023 in order to ensure a response. Responses may not be provided for questions received after this deadline. Final responses to questions will be posted no later than March 17, 2023.

Proposals should be submitted electronically. The proposals must be received on **April 3**, **2023**, by 5:00 P.M., EST at ITN@kidscentralinc.org.

Proposals which are received by FAX are not acceptable and will be rejected.

Proposals must include:

- Cover letter summarizing the respondent's intent and qualifications to provide the required range of services in the combined counties of Lake and Sumter. The letter should include the respondent's correct mailing address and name of primary point of contact.
- 2. Table of Contents
- 3. Executive Summary
- 4. Proposal Narrative
- 5. Reference Surveys (submitted via instructions on Attachment 2)
- 6. Signed Certification Form
- 7. Forms A-1 through D-1
- 8. Cost Proposal and Budget Template (provided template)
- 9. Appendices with content as specified in this ITN

No changes, modifications, or additions to the submitted proposals will be allowed once submitted. Material changes, if any, to the scope of services of bidding procedures will only be transmitted by written addenda and posted on the Kids Central, Inc. website at www.kidscentralinc.org.

The award hereunder is subject to provisions of Federal Regulations, State Statutes and County Ordinance. All Applicants must disclose with their proposal the name of any officer, director, or agent who is also an employee of Kids Central Inc. or member of the board of directors. Further, all Applicants must disclose the name of any Kids Central, Inc. employee or member of the reviewing board of directors who owns, directly or indirectly, any interest in the Applicant's firm or any of its branches.

Firms and their agents are hereby placed on notice the Kids Central, Inc. staff or reviewing board of directors shall not be contacted (with the exception of designated contact person) about this ITN. Public meetings and public deliberations are the only acceptable forum for the discussion of merits of products/services requested by the ITN; and written correspondence in regard to proposals may be submitted to the Kids Central, Inc. official contact person. Failure to adhere to these requirements could result in action to disqualify your firm from consideration of award.

Kids Central, Inc. reserves the right at its sole discretion to increase, decrease, or delete any portion of this ITN at any time without cause.

7.6 Evaluation of Responses

Proposals will be reviewed by the Kids Central, Inc. Review Committee. Responses that deviate from the format required and/or are incomplete *will not be reviewed*. A maximum

total score of **159 points** will be allowed and all responses to this ITN will be scored according to the following point system:

Evaluation Criteria	Possible Points	Points
Executive Summary	5	
Organizational Profile	30	
Organizational Structure	5	
Recruitment of qualified personnel	5	
Cooperation, collaboration, and understanding	5	
Learning and growth	5	
Leadership and Management Capacity	10	
Lead Agency Interface and Internal Processes	20	
Lead, manage and operationalize Case Management and Adoption Practices	50	
Safety Management	5	
Intake and assessment	5	
Case Planning and Management	10	
Safety, Permanency and Well-being	10	
Engagement and Collaboration	10	
Adoption Planning	10	
Quality Management	15	
Quality Management Plan Collaboration	5	
Quality Management Tasks	10	
MIS Plan	15	
Timely Data Entry and Management	10	
Security Obligations	5	
Reference Surveys	10	

Receipt of surveys	5	
Content of surveys	5	
Administrative Capacity	14	
Form A-1 – Financial Strength and Accounting	5	
Form B-1 Management and Control	2	
Form C-1 Human Resources	5	
Form D-1 Fleet Management	2	
Total	159	

Scoring will not be used as a sole determination of awarding funds to projects(s). Kids Central, Inc. considers awards based on the following:

- 1. Information as presented in the application; and
- 2. Perceived value to the community, and/or competitiveness or duplication compared to other currently proposed projects; and
- 3. Expenditure goals and deadlines of individual funding sources; and
- 4. Which proposal(s), in the opinion of the Review Committee, will best serve the community need and address the community-based care strategies.

7.7 Right to Reject, Withdraw or Modify

Kids Central, Inc. reserves the right to reject any and all responses to this ITN for Qualification and/or to withdraw this ITN at any time. Kids Central, Inc. reserves the right to reject any and all proposals or to waive minor irregularities when to do so would be in the best interest of Kids Central, Inc. A minor irregularity is defined as a variation from the request for proposal terms and a condition which does not affect the price of the proposal or give the prospective Applicant an advantage or benefit not enjoyed by other prospective Applicants or does not adversely impact the interest of the agency. At its option, Kids Central, Inc. may correct minor irregularities in any response to this ITN and/or make minor modifications to the requirements of this ITN when to do so would be in the best interest of the child welfare system in Citrus, Hernando, Lake, Marion, and Sumter counties. Kids Central, Inc. is under no obligation to make any such corrections or modifications and in no instance shall Kids Central, Inc. assume liability to any respondent to this ITN.

The Kids Central, Inc. Review Committee may require additional information and Applicants agree to furnish such information, up to and including Respondent presentations. Kids Central, Inc. reserves the right to award the contract to that qualified applicant who will best serve the interests of Kids Central, Inc. Kids Central, Inc. reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. Kids Central, Inc. reserves the right to waive minor irregularities or variations, which are not mandated by DCF to the specifications and bidding process. Kids Central, Inc. will fund the agency which, in its opinion, will best serve the community, based on the above criteria and consideration of the Kids Central, Inc. Review Committee recommendation.

Kids Central, Inc. reserves the right to initiate contract negotiations with the most qualified applicant(s), with more than one applicant at a time and need not negotiate with all qualified applicants. If a contract cannot be negotiated with any of the ranked applicants who responded to this Request for Proposal, Kids Central, Inc. shall have the right to issue a new Invitation to Negotiate or to otherwise seek additional qualified applicants. *The invitation to negotiate does not constitute a guarantee of contract award.*

7.8 Special Conditions

- 1. News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project, when feasible, shall not be made without prior knowledge of Kids Central, Inc. Releases should identify the funding entity as well as the funding source.
- 2. Applicant shall examine the ITN carefully. Ignorance of the requirements will not relieve the Applicants from liability and obligations under the Contract.
- 3. Kids Central, Inc. shall not be liable for any costs incurred by Applicants in responding to this ITN.
- 4. Kids Central, Inc. shall designate a Contracts Manager whose duties shall be to:
 - a. liaison with the Applicant
 - b. coordination and approval of all work under the contract
 - c. assure consistency of quality of the Applicant's performance
 - d. review for approval payment for all reimbursement requests
 - e. assure that the project is operating within federal, state, and local regulations
- 5. Audits and Inspection of Records: At any time during normal business hours, the Kids Central Inc. staff, other County, State or Federal representatives, shall have access to all work sites and the Applicant's records directly related to the contract. The Applicant shall permit the Kids Central, Inc. staff, other County, State or Federal representatives to audit and examine all invoices, contracts, and any other data relating to the expenditure of allocated funds. This time period minimally includes six (6) years after the project is closed and/or six (6) years after the end of the project's affordability period. The Applicant will ensure compliance with Code of Federal Regulations Title 2, Part 200 and is referenced hereafter as (2CFR, Part 200).
- 6. Kids Central, Inc. reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications of this proposal.
- 7. Other Laws, Rules and Regulations Which May Apply:

State Laws. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law without regard to Florida provisions for conflict of laws. The Provider agrees to comply with all applicable laws of the State of Florida. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Subcontractor Requirements, Q, of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this

Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. Federal Law.

- i. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.
- ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and45 CFR, Part 92, if applicable.
- iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Kids Central.
- iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000 the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contracts Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.
- v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- vi. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by Kids Central for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its

subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

- b. **Use of Funds for Lobbying Prohibited**. The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- c. Scrutinized Companies. If this Contract is for an amount of \$1 Million or more, Kids Central may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, Kids Central or the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- d. Client and Other Confidential Information. The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules, and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractor's incidental to Provider's performance of this Contract.
- e. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107,F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this, and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.
- f. All employees of the Provider employed under this Agreement shall sign a "Confidentiality Agreement" (provided by Kids Central), and this form shall be maintained in each staffs' personnel file and available for review at annual monitoring and/or upon request.
- g. **Employment Screening.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections

435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- i. Employment history checks
- ii. Fingerprinting for all criminal record checks
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE)
- iv. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies
- vi. The Provider shall sign an affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening
- h. *Human Subject Research*. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.
- 2 CFR, Part 200 OMB Circulars A-122(Cost Principles for Non-Profit Organizations), and 2CFR, Part 200 A-133(Audits of States, Local Governments and Non-Profit Organizations)
- j. Adoption and Safe Family Act (ASFA) Performance Standards.
- k. Provider shall remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-A, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, and 175-59.
- I. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 Prohibits discrimination in employment.
- m. Age Discrimination Act of 1973 Prohibits discrimination based upon age.
- n. Rehabilitation Act of 1973 Prohibits discrimination against handicapped individuals.
- o. Davis-Bacon Act Labor standards requirements and prevailing wage law.

7.9 Appeals

- 1. Kids Central shall follow the uniform rules of procedure of 120.57(3) F.S.
- 2. Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturday, Sundays and

state holidays excluded) after the posting of the solicitation, decision, or intended decision. The formal written protest, submitted according to F.A.C. 28-110.004 and sent via return receipt requested, shall be filed within 10 days after the date the notice of protest is filed. Failure to file a protest within the time prescribed in section 120.57(3), F.S. shall constitute a waiver of proceedings under Chapter 120, F.S.

- 3. When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of Kids Central, Inc.'s estimated contract amount stated above. The bond is not to be filed with the notice of protest but must be filed with the formal written protest or within the 10-day period allowed for the filing of the formal written protest. The estimated contract amount is not subject to protest pursuant to subsection 120.57(3), F.S. The bond shall be conditioned upon the payment of all cost and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. Failure to file the proper bond at the time of filing the formal protest will result in a rejection of the protest. In lieu of a bond, Kids Central, Inc. may accept a cashier's check, official bank check, or money order in the amount of the bond.
- 4. "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- 5. A Kids Central, Inc. Appeals Committee will review appeals within 10 working days of the appeal. The Kids Central, Inc. Attorney or designee may be requested to attend. The Kids Central, Inc. Chief Financial Officer records the meeting and provides any information as the committee may request. The purpose of an appeals hearing is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties.
- 6. In the event the matter is not resolved with the Applicant's acceptance of the Kids Central, Inc. Appeals Committee decision, the Kids Central, Inc. Chief Financial Officer will present the recommended award including the details of the protest and the Kids Central, Inc. Appeals Committee recommendation to the Kids Central, Inc. Chief Executive Officer and Board Chairman or their designee, as a final means of administrative remedy within 15 work days of the Kids Central, Inc. Appeals Committee decision.

8.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

8.1 General Instructions

Organizations are allowed to submit only one proposal. Proposals must follow all instructions set forth in this ITN. Narrative content of proposals should be clear-cut, comprehensive and specific. Content exceeding the allotted number of pages per section will be discarded and not included in the evaluation of the proposal. Presentation of the

proposal outside of adhering to the instructions in this ITN will not be considered in the evaluation. Volume and/or packaging of the proposal will therefore not impact scoring.

8.2 Format Requirements

Content of proposals must follow the outline presented in this ITN. Proposals shall be printed using a 11-point or larger Times New Roman or Arial font and should utilize standard 1" margins. Narrative sections should be single-spaced, with each section clearly defined. Forms A-1 – D-1 shall be completed in their entirety, if additional explanation is required, the explanations will not exceed (2) additional pages per form. The bound responses should be bound in a single three-ring or spiral bound binder. Assemble the proposal according to the order outlined in the following sections.

8.3 Content Requirements

8.3.1 Cover Letter for Proposal

The cover page must include the following information:

- Name of Respondent (Organization)
- Federal Employer ID # (FEIN)
- Point of Contact (POC) Name and Title
- POC telephone number including extension and e-mail address
- POC physical address
- Name and title of person completing the proposal
- Telephone number of person completing the proposal
- Relationship of person completing the proposal to the organization (namely: administrator, staff member, contractor, consultant, or volunteer)
- Summary of intent and qualifications as stated in Section 6.5 of this ITN

8.3.2 Table of Contents

A complete table of contents must accompany the proposal following the cover page

8.3.3 Executive Summary

The Executive Summary must not exceed **two (2) pages** in length. The Summary should address the organization's capacity to carry out case management and adoption services within the system of care in the combined counties of Lake and Sumter; the organization's objectives and goals for the timeframe of the contract; and the organization's plan for effectively meeting the needs of children and families involved in the child welfare system - **5 points**

8.3.4 Proposal Narrative

The proposal narrative must not exceed thirty (30) pages in length - 130 points

Organizational Profile – 30 points

Outline the organization's structure and its ability to carry out the scope of work set forth in this ITN and how the organization will address the requirement for (1) Family Care Manager Supervisor for every (5) Family Care Managers as well as maintaining (12) cases per (1) Family Care Manager. Include the organization's mission and vision and how they complement those of Kids Central, Inc. Describe how the organization will foster understanding and cooperation with Kids Central, Inc. Describe the organization's approach to partnership and collaboration with other agencies in a network of community-based care. Describe how the organization recruits qualified personnel, promotes, and supports employee learning and growth, including state certification, and how the organization will take advantage of trainings offered by Kids Central, Inc. For those organizations with prior case management and/or adoption experience, it is vital to include performance levels.

- Organizational structure 5 points
- Recruitment of qualified personnel 5 points
- Cooperation, collaboration, and understanding 5 points
- Learning and growth 5 points
- Leadership and Management Capacity (include information on Program Leadership pertaining to their level of experience, education, and community involvement) – 10 points

Lead Agency Interface and Internal Processes – 20 points

Describe the organization's approach to partnership and collaboration with Kids Central, Inc. and community partners. Distinguish the responsibilities that the organization perceives to be owned by Kids Central, Inc. and those that are owned by the awarded organization. Discuss, and provide examples, of how the organization will embrace initiatives offered by Kids Central, Inc. Describe any recent innovative processes developed and implemented by your organization and their outcomes. Discuss, and provide examples where appropriate, on how you drive change through continuous improvement.

Lead, manage and operationalize to Case Management and Adoption Practices –50 points

Respondents should provide explanation of their approach to providing the following minimum service expectations.

- Approach to providing "Safety Management" to families in immediate need of intervention and support. At minimum, responses should address - 5 Points
 - a. Cooperation with DCF including timeliness of response and development of the Family Safety Plan
 - b. Engaging families and approach to working with non-compliant families
 - c. Coordination with external partners and service providers
 - d. Monitoring, assessing, and reporting progress towards the Family Safety Plan
 - e. Ongoing communication with DCF Child Protection Investigator (CPI)
- Intake and Assessment for families referred for Case Management Services 5
 Points
 - a. Collaborating with DCF CPI to complete the Functional Family Assessment by gathering family, child and adult related factors and establish Conditions for Return
 - b. Preparing for, and participating in Case Transfer staffing's

- Case Planning and Management 10 Points
 - a. Development of family and youth centered case plan
 - b. Approach to concurrent planning
 - c. Ongoing assessment of safety and risk factors
 - d. Identification and referral of appropriate services for youth with special needs
 - e. Identifying and accessing community services and employing natural family supports
 - f. Monitoring and reporting family progress towards Conditions for Return
 - g. Preparation for judicial reviews
- Ensuring the Safety, Permanency and Well-being of families and youth being served – 10 Points
 - Integration of evidence-based practices or innovative processes implemented by your organization that support or enhance performance outcomes (describe the practice or process and the impact on family and child outcomes)
 - b. Achieving federal, state and Kids Central, Inc. performance expectations including real time monitoring and improvement of process and outcome measures as stated above
 - c. Approach to safety planning and monitoring
 - d. Provision of an evidence-based family visitation program
 - e. Case closure
- Engagement and collaboration with families, youth, community stakeholders and partners including but not limited to – 10 Points
 - a. Biological Families and Youth
 - b. Resource Families (foster, adoptive, fictive kin, and kinship)
 - c. Residential Care Providers
 - d. Guardian ad Litem
 - e. Court administration
 - f. Department of Juvenile Justice
 - g. Department of Children and Families
 - h. Children's Legal Services
 - i. Community service providers
 - j. Educational providers
- Adoption Planning At minimum, responses should address 10 Points
 - a. Developing an individualized targeted recruitment plan that considers engaging youth in the development of the plan; file mining to identify potential family members; media (social media, video, print); Heart Gallery; listing youth on the Adoption Exchange; other best practices.
 - b. Collaboration and communication with Kids Central's recruitment staff to identify an appropriate match with an adoptive family
 - c. Engaging and preparing pre-adoptive families
 - d. Coordination of post-adoption support with Kids Central

Quality Management– 15 points

Outline how the organization will collaborate and support the Kids Central Quality Management Plan and how the organization will address and support the needs specified in Section 3.2 and Attachment I of this ITN. Describe how quality drives practice, specifically how performance data and qualitative reviews are used to identify areas of success and/or areas needing improvement. Describe the approach to and implementation of quality assurance and quality improvement, which shall include use of client outcome and client satisfaction data, as well as the level of staff commitment for this function. Provide specific examples of how this information has been used to improve practice. Explain how the quality management process is integrated into the daily operation of the organization. Describe staff's ability to collect, analyze, and report data related to case management and adoption services; include an explanation of the organization's competency in data analysis and feedback process. Describe the process and plan to manage and ensure timely resolution of an Immediate Child Safety Action Required (ICSAR), that's issued by the Department of Children and Families (DCF), during a case file review. Describe the process and plan to manage, address and resolve email alerts generated by the Mindshare Electronic Technology System, when an Automated Accountability Response and Review (AARRT), performed by Kids Central's Quality Management Department, identifies a safety and/or other concern and action is required.

- Quality Management Plan Collaboration 5 points
- Quality Management Tasks 10 points

Management Information Systems (MIS) Plan – 15 points

Outline the organization's MIS Plan and describe how the provisions of Section 3.3 of this ITN will be addressed and adhered to.

- Timely Data Entry and Management 10 points
- Security Obligations 5 points

8.3.5 Reference Surveys

Kids Central must receive no more than one reference survey (see Attachment 4) from one of the five (5) following agencies/individuals – **10 Points**

- Dependency Court Judge
- Guardian ad Litem
- Child Protection Team
- Children's Legal Services
- Mental Health Provider
- Substance Abuse Treatment Facility
- Foster Parent Association Officer(s)
- Domestic Violence Provider

Respondents may choose any five from the eight agencies/individuals listed above; if the respondent's organization is involved with the judicial system, a reference survey must be received from the Court. Completed surveys must be emailed directly to Kids Central, Inc. by the agency/individual completing the survey, according to the instructions provide. Respondents are required to include contact information for agencies/individuals approached for references in the proposal.

- Receipt of 5 completed reference surveys 5 points
- Content of surveys 5 points

8.3.6 Administrative Capacity Forms

Complete and sign forms A-1 through D-1 (see Attachment 6) according to the instructions on each form - **14 points**

- Financial Strength and Accounting A-1 5 Points
- Management and Contract B-1 2 Points
- Human Resources C-1 5 Points
- Fleet Management D-1 2 Points

8.3.7 Cost proposal

The estimated annual contract for the services covered by this solicitation is \$6 million

The cost proposal should include Attachment 5, an annualized line-item budget, along with a description of the organization's understanding and commitment to adherence to Florida Statutes, the organization's allocation methodologies for claiming costs for this contract.

8.3.8 Appendices

Please attach the following documents as appendices:

Appendix A – Proof of insurance and coverage limits for the following categories of insurance required in section 5.0 of this ITN.

Appendix B – Most recent financial Audit including any management letters received. If no audit is completed, please provide the most recent year-end financial statements.

Appendix C – Proof of Non-profit status

Appendix D – Copies of all Florida licenses held by the respondent. Make sure the following information is clear from the license copy or listed in an attached table:

- 1. License type and number
- 2. Licensing organization
- State in which the license is held.
- Expiration date
- 5. Program(s) licensed under each license number

Appendix E – Proof of accreditation status. This information should include

- 1. Accrediting body
- 2. Accreditation status
- Expiration date
- 4. Date of most recent site visit
- 5. Date of next scheduled site visit
- 6. Site(s)/program(s) surveyed during the most recent site visit
- 7. Most recent survey reports

Appendix F – Copy of the organization's Articles of Incorporation, By-Laws and the Department of State certification letter or other proof of incorporation.

Appendix G – Most recent administrative table of organization.

Appendix H – List of current Board Members, their affiliations and county of residence. Include officer delineations, terms of service and frequency/dates of board meetings for the last fiscal year.

Appendix I – Organization-wide operating budget if differs from program budget provided in budget section.

Appendix J – Organization's Policies and Procedures. Program's Policy and Procedures if currently operating a similar program to the one described in this ITN.

ATTACHMENT 1 EXAMPLE OF CURRENT CONTRACT PROVISION OF SERVICES

(Subject to change prior to and after award)

Exhibit letters cited can be provided upon request to ITN@kidscentralinc.org

SECTION 1: DIRECT SERVICE PROVISION

A. Definition of Terms

- 1. Contracting Specific Terms.
 - a. Agreement: A document that encompasses all the understandings between Kids Central and the Provider regarding the provision of services. The Agreement contains the Standard Subcontract and all Attachments and Exhibits thereto appended.
 - b. Amendment: a written contract document that changes, adds, or deletes one or more provisions of an existing contract; such a contract modification must be either within the original scope of work, intent, and purpose of the original contract; or a logical extension thereof; and, either based upon the original procurement method for the contract, or an additional, non-competitive negotiation with the contractor. The amendment is incorporated as part of the original contract and is signed by both parties.
 - c. **Arbitration:** a process whereby a neutral third person or panel, called an arbitrator or an arbitration panel, considers the facts and arguments presented by the parties and renders a decision which may be binding or nonbinding.
 - d. **Authorized Agent or Designee of the Department:** an employee, volunteer, or other person or agency determined by the state to be eligible for state-funded risk management coverage that is assigned or designated by the department to perform duties or exercise powers
 - e. **Breach:** a failure to perform some promised act or obligation; a violation, non-fulfillment.
 - f. Contract Termination: a legal agreement's end pursuant to its full execution and specified end date; to end a legal agreement for cause or convenience (such an end, based on a contractual right, shall not be considered a breach of contract).
 - g. **Contracts Manager:** The individual designated by the Lead Agency to negotiate, manage, and monitor the Standard Subcontract, and the person to whom the provider must send all required reports.
 - h. **Department:** The Department of Children and Families, a state agency that contracts with Kids Central for the provision of foster care and related services.
 - Designee: an individual or other entity, regardless of employment or contractual status, to whom the Lead Agency has delegated authority, narrowly or broadly, to act on behalf of the Lead Agency.
 - j. **Executed Contract:** an agreement which has been performed (if performed in part, the agreement is partially executed or "executory," and if entirely performed, the agreement is fully executed).
 - k. Full Time Equivalent (FTE): For purposes of this agreement, an FTE is defined as a staff member who is paid for an (8) hour workday. If a staff member is paid

for less than an (8) hour workday, the staff member shall not be counted as a full FTE. The Provider shall prorate the FTE count based on that employees' actual paid time worked and bill Kids Central accordingly. If the staff member works more than an (8) hour workday, Kids Central will only be billed for (1) FTE.

- General Revenue: state funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- m. **Hold Harmless:** a contractual arrangement whereby one party assumes the liability inherent in a situation, thereby relieving the other party of responsibility of said liability; (related terms: indemnification, limitation of liability).
- n. **Indemnify:** to protect, preserve, or secure against loss, damage, injury, or penalty; to save or hold harmless.
- o. **Liability Insurance:** an agreement of indemnification; a contract by which one party promises on consideration to compensate or reimburse a loss if the other party suffers a loss from a specified cause.
- p. **Limitation of Liability:** a contractual arrangement whereby one party restricts another party's liability in a situation, thereby relieving the other party of responsibility for some portion of said liability; (related terms: hold harmless, indemnification).
- q. Master Trust Fund: Either Kids Central's master trust declaration or the designated client trust accounts or sub-accounts created within the Master Trust with funds for the client's needs disbursed by the Department, as trustee, in accordance with Chapter 402, F.S., as the context requires. The money or property placed in the trust account, or any sub-account for the client is not available to the client's family or assistance group for their current needs.
- r. Mediation: a process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a dispute between two or more parties. It is an informal and non-revised adversarial process with the objective of helping the disputing parties reach, a mutually acceptable and voluntary agreement. The role of the mediator includes, but is not limited to, assisting the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives.
- s. **Performance Measure:** generic term used to describe a particular value or characteristic designated to measure input, output, outcome, efficiency, or effectiveness. Performance Measures are composed of a number and a unit of measure. The number provides the magnitude (how much), and the unit is what gives the number its meaning (what).
- t. Quality Assurance: a process that measures performance in achieving predetermined standards, validated internal practice and uses sounds principles of evaluation to ensure that data are collected accurately, analyzed appropriately, and reported timely to support quality improvement. Quality Assurance data is collected and reported in accordance with this Agreement and in compliance with state and federal law and associated administrative rules, regulations, and operating procedures to accomplish the outcomes specified in this Agreement.

- u. Quality Improvement: a systematic, continuous approach to achieving customer satisfaction and meeting organizational goals and standards through identifying performance gaps or opportunities; analyzing capabilities and processes, particularly through data; developing and implementing solutions to performance gaps; and checking results against expectations.
- v. Quality Improvement Plan (QIP): Florida's statewide child welfare program improvement plan, built collaboratively with community agencies and stakeholders which the department submitted in response to the federal Round 2 Child and Family Services Review (CFSR). The statewide QIP is developed and implemented in the fulfillment of the federal requirements for a Program Improvement Plans, which have actions specific to circuits and community lead agencies and which have similar quarterly reporting requirements.
- w. Quality Management Plan: refers to the annual update of documents that specify what the department and the Community Based Care Lead Agency will accomplish during the upcoming year in conducting ongoing Quality Assurance and Quality Improvement activities. These plans include the Department and the Community Based Care Lead Agency's commitment to continuing exploration and assessment of local practices and services related to child welfare in the regions and local systems of care.
- x. State/Kids Central Fiscal Year: the period from July 1 through June 30.
- y. **State Trust Funds:** monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees, and other responsible third-party sources.
- z. **Standard Contract:** Agreement the Department entered into with Kids Central to provide child protection services in Citrus, Hernando, Lake, Marion and Sumter Counties as the Lead Agency for community-based care in Circuit 5, pursuant to Chapter 409, F.S.
- aa. **Standard Subcontract:** Agreement Kids Central enters into with a Provider of service for the provision of services described in the Standard Contract.
- bb. **Sub-recipient:** a non-federal entity that expends state and/or federal funds received from the state to carry out a state and/or federal program. In making the determination of whether a sub-recipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement. Characteristics detailed in OMB Uniform Guidance 2 CFR 200; Section 330 are used to distinguish a sub-recipient from a contractor.
- cc. **Terminate for Cause:** to end a contract pursuant to its provisions and some contractor action or inaction with regard to the contract.
- dd. **Terminate for Convenience:** to end a contract pursuant to its provisions and the interest of the state (not precipitated by some contractor action or inaction); to terminate without cause.
- ee. **Total Staff Days:** For purposes of this agreement, total staff days are defined as the total FTE count for the month.

2. Program Specific Terms.

a. **Abandonment:** A situation in which the parent or legal custodian of a child or, in the absence of a parent or legal custodian, the caregiver, while being

able, has made no significant contribution to the child's care and maintenance or has failed to establish or maintain a substantial and positive relationship with the child, or both. For purposes of this definition, "establish or maintain a substantial and positive relationship" includes but is not limited to: frequent and regular contact with the child through frequent and regular visitation; frequent and regular communication to or with the child; and the exercise of parental rights and responsibilities. Marginal efforts and incidental or token visits or communications are not sufficient to establish or maintain a substantial and positive relationship with a child. The term does not include a surrendered newborn infant as described in s. 383.50, F.S., a "child in need of services" as defined in s. 984.03(9), F.S., or a "family in need of services" as defined in s. 984.03(25), F.S. The incarceration, repeated incarceration, or extended incarceration of a parent, legal custodian, or caregiver responsible for a child's welfare may support a finding of abandonment. (Section 39.01(1), F.S., and Section 39.01(30)(e), F.S.)

- b. Abuse: any willful act or threatened act, that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.
- c. Adoption: the act of creating the legal relationship between parent and child where it did not exist, thereby declaring the child to be legally the child of the adoptive parents and their heir at law and entitled to all the rights and privileges and subject to all the obligations of a child born to such adoptive parents in lawful wedlock.
- d. **Adoption Spot:** A short (approximately 10 minutes) video of children who are available for adoption.
- e. **Adoption Exchange System:** Chapter 409, F.S., establishes a statewide adoption exchange with a photo listing component which shall serve all authorized licensed child-placing agencies in Florida as a means of recruiting adoptive families for children legally freed for adoption, and who have been permanently placed with the Department or a licensed child-placing agency for the purpose of adoption.
- f. **Adoption Placement:** The act of physically moving a child into the physical custody of the prospective adoptive parent or in the case of adoption by a foster parent, relative, or other current caregiver, the date of the memorandum of agreement to adopt is signed.
- g. Adoption Services: Services needed to move a child from temporary placement in a relative or foster home, to permanent, legally finalized adoption with an adoptive family. These services include preparation of the child, recruitment and training of the adoptive parent, and the provision of services needed to sustain the adoption prior to and following legal finalization of the adoption.
- h. **Adoption Subsidy or Subsidy:** a monthly payment, consistent with the state's Title IV-E plan and negotiated prior to adoptive placement, intended

- to enable families to adopt where such families would otherwise lack the means to adopt a special needs child.
- i. Adoption Website: adoptflorida.org- a statewide website for linking adoptive family resources with children needing adoptive families. The Florida Adoption Website serves the Department, its community-based partners, and all licensed adoption agencies in Florida.
- j. Adoption Related Services: programs that recruit adoptive families and place in permanent placement special needs children whose parental rights have been terminated.
- k. Appeal: any party to the proceeding who is affected by an order of the court, or the department may appeal to the appropriate district court of appeal within the time and manner prescribed by the Florida Rules of Appellate Procedure-
- I. Baker Act: The Baker Act allows for involuntary examination (what some call emergency or involuntary commitment). It can be initiated by judges, law enforcement officials, or mental health professionals. There must be evidence that the person: possibly has a mental illness (as defined in the Baker Act) or is a harm to self, harm to others, or self-neglectful (as defined in the Baker Act) and has occurred within the last 24 hours.
- m. **Caregiver:** the parent, legal custodian, adult household member, or other person responsible for a child's welfare as defined in Chapter 39, F.S.
- n. **Case of Concern (CoC):** A CoC is generated any time a concern is identified that warrants the attention of management due to an administrative or safety concern.
- o. Case Management: the identification, linkage, coordination, and monitoring of all child protection services for the child and family. The Family Care Manager serves as the single and continuous point of contact for the child, family, and other stakeholders from entry into services until exit from services.
- p. Case Management Agency (CMA): Agency contracting with Kids Central to provider case management and Adoption services to children and families within Kids Central system of care.
- q. Case Plan: a plan of intervention as described in Chapter 39, F.S., prepared with input from all parties and specifying the reasonable efforts of all parties to achieve the child's permanency goal and to ensure the child's safety and well-being. The Case Plan follows the child from the provision of voluntary services through any dependency, foster care, or termination of parental rights proceeding or related activity or process. The Case Plan includes a concurrent Case Plan which describes efforts to place the child for adoption or with a legal guardian and efforts at the same time to preserve the child's in-home placement or reunify the child with the parent(s).
- r. Child-Placing Agency (CPA): any person, corporation, agency, public or private, or other business entity other than the parent or legal guardian of the child or an intermediary acting pursuant to Chapter 63, F.S., and Chapter 65C-15, Florida Administrative Code (F.A.C.), that receives a child for placement and places or arranges for the placement of a child in a family foster home, residential child-caring agency, or adoptive home.

- s. Child Protection Professional: a Child Protective Investigator, Family Services Counselor, Child Protective Investigator Supervisor, Family Care Manager, Family Care Manager Supervisor, or a contracted service provider employee who performs the same or similar job duties. This includes staff in any employment status. A Child Protection Professional (CPP) must achieve Level I Certification prior to assignment of cases and must achieve and continuously maintain Level II Certification to retain the Child Protection Professional designation/credential.
- t. Children's Legal Services (CLS): a statewide law firm within the Department of Children and Families. The attorneys are employed by the department and represent the State of Florida, acting through the department in its parens patriae role, in fulfilling the duties set forth in Chapter 39, Florida Statutes as well as Chapters 409 and 402 F.S. Children's Legal Services duties in representing the State are to ensure the health, safety, and well-being of children and the integrity of families when they come into contact with the department as a result of an allegation of abuse, abandonment or neglect. In some parts of the State, CLS contracts with the Attorney General's Office or State Attorney's Office to fulfill the role of CLS. For purposes of this definition, those contractors are part of CLS.
- u. Child Specific Recruitment Event: a scheduled gathering open to the public in an effort to generate interest in specific children available for adoption, with a goal of matching potential adoptive families with children within a respective agency. These events could be, but are not limited to bowling events, skating events, carnivals, and/or holiday celebrations.
- v. **Client:** Individual (children, adults and/or families) within the Kids Central System of Care who meets the eligibility criteria for a particular program and/or service.
- w. Comprehensive Behavioral Health Assessment (CBHA): the gathering of information for the evaluation of a child's and caregiver's physical, psychiatric, psychological or mental health, educational, vocational, and social condition and family environment as they relate to the child's and caregiver's need for rehabilitative and treatment services, including substance abuse treatment services, mental health services, developmental services, literacy services, medical services, family services, and other specialized services, as appropriate.
- x. **Conditions for Return:** A written statement or statements of the specific behaviors, conditions, or circumstances that must exist within a child's home before a child can safely return and remain in the home with an in-home ongoing safety plan (Impending Danger Plan) while the parents continue to work toward reaching case plan outcomes.
- y. **Critical Juncture:** Important events in the life of a case, including but not limited to: safety analysis has resulted in a decision to remove a child from the home, birth or death of sibling or the addition of a new family member (paramour), receipt of a new Abuse/Neglect report or report of domestic violence in the home, prior to modifying visitation, prior to reunification, case transfer between FCMs, prior to any unsupervised visits, prior to a potential perpetrator returning to the home, prior to case closure or dismissal of court jurisdiction, and prior to termination of supervision, parent arrest (especially

- if related to reason or Department involvement), parent or paramour incarceration or release from incarceration, child arrest, change in goal, major change in case, change in caregiver, additional incidents of what brought the family attention of the Department, child discovered to being involved with Human Trafficking.
- z. **Daily Caseload Verification (DCV):** a process utilizing the Mindshare "My Dash" that requires Family Care Managers to verify the placement location of each child on their caseload; verification is required each business day by 12:00pm.
- aa. **Dependent Child:** a child who, pursuant to Chapter 39, F.S., is found by the court to have been abandoned, abused, or neglected by the child's parent or parents or legal custodians, to have been surrendered to the Department, the former Department of Health and Rehabilitative Services, or a licensed child-placing agency for purpose of adoption, to have been voluntarily placed with a licensed child-caring agency, a licensed child-placing agency, an adult relative, the Department, or the former Department of Health and Rehabilitative Services, after which placement, under the requirements of this Chapter, a Case Plan has expired and the parent or parents or legal custodians have failed to substantially comply with the requirements of the plan, to have been voluntarily placed with a licensed child-placing agency for the purposes of subsequent adoption, and a parent or parents have signed a consent pursuant to the Florida Rules of Juvenile Procedure, to have no parent or legal custodians capable of providing supervision and care; or to be at substantial risk of imminent abuse, abandonment, or neglect by the parent or parents or legal custodians.
- bb. **Diligent Efforts of Social Service Agency:** reasonable efforts to provide social services or reunification services made by any social service agency that is a party to a Case Plan.
- cc. **Diligent Search:** the efforts of a social service agency to locate a parent or prospective parent whose identity or location is unknown, initiated as soon as the social service agency is made aware of the existence of such parent, with the search progress reported at each court hearing until the parent is either identified and located or the court excuses further search pursuant to Chapter 39, F.S.
- dd. **Extended Foster Care**: Program that allows young adults who have aged out of licensed foster care to remain in licensed care under the jurisdiction of the court and in the care of the department. Young adults are eligible for this extension of care until the age of 21 or 22 if they have a documented disability. Other eligibility requirements include:
 - i. Working towards completion of a high school diploma or equivalent (GED); **OR**
 - ii. Enrolled in a postsecondary institution, **OR**
 - iii. Participating in a program designed to eliminate barriers to employment, **OR**
 - iv. Employed for at least 80 hours per month; OR
 - v. Unable to participate in the above listed activities full time due to a physical, intellectual, emotional or psychiatrics condition that limits participation.

- ee. **Family:** a collective body of persons, consisting of a child and a parent, legal custodian, or adult relative, in which the persons reside in the same house or living unit, or the parent, legal custodian, or adult relative has a legal responsibility by blood, marriage, or court order to support or care for the child.
- ff. Family Care Manager (FCM, ACM): the person who coordinates all services rendered to the child or family and who serves as the single and continuous point of contact for the child and family from entry into services until exit from services. The FCM/ACM is an employee of a Kids Central contracted Case Management Agency.
- gg. Family Finding and Engagement (Family Finding): a structured model to build permanent caring relationships for the youth, who would otherwise not have a permanent family, by helping adults make realistic decisions on how to be involved in a youth's life.
- hh. **Family Finding Visits:** all visits with family that are a potential placement options to include all travel for Blended Perspective meetings.
- ii. Family Functioning Assessment: a tool used by DCF to evaluate the functioning and safety of families, specifically the children in the family; assessed as either safe or unsafe.
- jj. Family Preservation Services: community–based services for children and families that result from a call to the Hotline that meets the criteria for a child protective investigation and a safety assessment indicates imminent risk of removal if services fail. Examples of these cases include, but are not limited to, families with significant addiction, mental illness, or domestic/family violence problems. Family Preservation Services are further defined as services that if not delivered to the child would result in the child being removed from their home.
- kk. Family Team Conferencing: a way to identify and integrate thoughtful, responsive, and creative interventions when multiple life stressors overwhelm children and families. A Family Team Conference creates a plan that is future oriented, based on strengths, and is built upon the family's unique team.
- II. Florida Administrative Code (F.A.C.): also known as the Florida Administrative Rules, these regulations are developed by the various Departments of the Florida state government at the direction of the Legislature and once approved by the Legislature, have the force of law. The F.A.C.'s referenced in this Agreement may be found online at: https://www.flrules.org/
- mm. **Florida Statutes (F.S.):** laws enacted by the Florida Legislature. Statutes referenced in this Agreement may be found online at: http://www.leg.state.fl.us/Statutes/
 - nn. Florida Safe Families Network (FSFN): a web-based application developed, maintained, and operated by the Department to contain the official record of client services to the children and families served within Florida's child welfare system.

- oo. **Foster Care:** twenty-four-hour substitute care for children placed away from their parents or guardians and for whom a state agency or contracted provider of the state has placement and care responsibility. This includes, but is not limited to, family foster homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes regardless of whether the facility is licensed and whether payments are made by the state or local agency for the care of the child, or whether there is Federal matching of any payments made.
- pp. **Home Study:** the process of preparing, evaluating, and assessing applicants for adoptive, foster care, relative, or non-relative placement and completing a written report of the entire process. The written report must include a recommendation for approval of the application in accordance with F.A.C.
- qq. **Health Risk Assessment (HRA):** a web based medical history form required to be completed for all children in the Sunshine Child welfare Specialty Plan
- rr. **Impending Danger:** Refers to a child being in a continuous state of danger due to caregiver behaviors, attitudes, motives, emotions, and/or situations posing a specific threat of severe harm to a child. Once a case has been transferred, the case manager is responsible for developing and implementing modifications to the safety plan based on the case manager's ongoing assessment of safety plan sufficiency
- ss. In Home Non-Judicial Services: when families voluntarily agree to participate in an array of interventions and supports provided directly by, or on behalf of, a child welfare agency to all children in a family to ensure their safety and promote well-being. The services are provided in home to children and families who have been reported to child protective services (CPS) for possible child abuse or neglect and who are assessed as being able to benefit from services delivered in the home.
- tt. Incident Reporting and Analysis System (IRAS): a database collection system that allows for the timely notification of critical incidents, provision of details of incidents and immediate actions taken, and the ability to track and analyze incident-related data.
- uu. **Initial Maintenance Subsidy:** The initial determination of the monthly maintenance subsidy shall be based on the needs of the child at the time of the negotiation and the projected future needs of the child based on the family and medical history of the child and the birth family or for adoption finalized on or after July 1, 2007
- vv. Independent Living Program/Transition to Adulthood: a program which provides an array of services to youth and young adults in foster care from 17 through 23 years of age to prepare them to live on their own and which may provide a subsidy for qualified young adults.
- ww. Interstate Compact on the Placement of Children (ICPC): a law, effective in all states and the District of Columbia and the U.S. Virgin Islands, which establishes a contract among the states and jurisdictions to ensure orderly procedures and licensing requirements for the interstate placement and post-placement supervision of children and which defines responsibilities for those involved in placing children.

- xx. Lead Agency: the licensed non-profit community-based provider or government entity responsible pursuant to Chapter 409, F.S., for coordinating, integrating, and managing a local system of supports and services for child abuse, abandonment and/or neglect victims and their families.
- yy. **Legal Custody:** a legal status created by court order or letter of guardianship which vests in a custodian of the person or guardian, whether an agency or an individual, the right to have physical custody of the child and the right and duty to protect, train, and discipline the child and to provide him or her with food, shelter, education, and ordinary medical, dental, psychiatric, and psychological care. The legal custodian is the person or entity in whom the legal right to custody is vested. For purposes of this chapter only, when the phrase "parent or legal custodian" is used, it refers to rights or responsibilities of the parent and, only if there is no living parent with intact parental rights, to the rights or responsibilities of the legal custodian who has assumed the role of the parent.
- zz. **Level of Care (LOC)**: An LOC staffing is held to determine if a child meets the criteria for a more restrictive therapeutic setting. If the child meets the criteria an, Multi-Disciplinary Team (MDT) Staffing will be scheduled.
- aaa. Likely to Injure Oneself or Danger to Self: as evidenced by violent or other actively self-destructive behavior, it is more likely than not that within a 24-hour period the child will attempt to commit suicide or inflict serious bodily harm on himself or herself.
- bbb. **Likely to Injure Others or Danger to Others:** it is more likely than not that within a 24-hour period the child will inflict serious and unjustified bodily harm on another person.
- ccc. **Medicaid:** a federal and state health insurance program designed to provide access to health services for persons below a certain income level, providing health care to women and children who qualify for Temporary Aid to Needy Families (TANF) and the impoverished elderly who are poor.
- ddd. **Multi-Disciplinary Team Staffing (MDT)**: A <u>group</u> composed of <u>members</u> with varied but complimentary <u>experience</u>, <u>qualifications</u>, and <u>skills</u> that <u>contribute</u> to recommending the level of care a child needs to ensure he/she are in the least restrictive setting
- eee. **Necessary Medical Treatment:** care which is necessary within a reasonable degree of medical certainty to prevent the deterioration of a child's condition or to alleviate immediate pain of a child.
 - fff. Neglect: occurs when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial inability unless actual services for relief have been offered to and rejected by such person. A parent or legal custodian legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child shall not, for that

- reason alone, be considered a negligent parent or legal custodian; however, such an exception does not preclude a court from ordering services to be provided, when the health of the child so requires.
- ggg. **Next of Kin:** an adult relative of a child who is the child's brother, sister, grandparent, aunt, uncle, or first cousin.
- hhh. **No-Reject-No-Eject Policy**: a policy which requires a commitment from the Provider that its services be available to all eligible referrals and prohibits the discontinuance of services until a case is closed by the Lead Agency.
 - iii. Out of County Services (OCS): When a child, an intact family or a child and caregiver under supervision or involved in a child protective investigation is to relocate to a county other than the county of jurisdiction or when supervision services are needed in another county for any other case participant, ongoing safety management, supervision and services are required to ensure the safety and well-being of the child and to coordinate the request for supervision and services. Such actions are required whether or not the child has been adjudicated dependent.
 - jiji. Parent: a woman who gives birth to a child and a man whose consent to the adoption of the child would be required under Chapter 63, F.S. If a child has been legally adopted, the term "parent" means the adoptive mother or father of the child. The term does not include an individual whose parental relationship to the child has been legally terminated, or an alleged or prospective parent, unless the parental status falls within the terms of Chapter 39, F.S. or Chapter 63, F.S. When the phrase "parent or legal custodian" is used, it refers to rights or responsibilities of the parent and, only if there is no living parent with intact parental rights, to the rights or responsibilities of the legal custodian who has assumed the role of the parent.
- kkk. **Permanency Goal:** means the living arrangement identified for the child to return to or identified as the permanent living arrangement of the child. Permanency goals applicable under this chapter, listed in order of preference, are: Reunification; Adoption when petition for termination of parental rights has been or will be filed; Permanent guardianship of a dependent child under Chapter 39, F.S.; Permanent placement with a fit and willing relative under Chapter 39, F.S.; or Placement in another planned permanent living arrangement, Chapter 39, F.S. The permanency goal is also the Case Plan goal. If concurrent Case Planning is being used, reunification may be pursued at same time another permanency goal is pursued.
 - III. Permanency Roundtable (PRT): A structured meeting intended to establish legal permanency for youth by Involving internal and external experts (the PRT team). A roundtable includes an oral presentation, a rating of the child's current status, brainstorming about the current barriers to permanency and the development of a specific action plan
- mmm. **Placement Services:** the array of services required to ensure safety, permanency and wellbeing for children removed from their families. This includes appropriate study, licensure and/or approval of families/ facilities for placement as well as provision of services to achieve the court approved

- permanency goal. These services shall be provided in accordance with federal and state laws and funding sources.
- nnn. Postsecondary Education Services and Support (PESS): a scholarship opportunity for young adults who have reached the age of 18 and are not yet 23 and have spent six (6) months in licensed care before aging out or were at least 16 years old and were adopted from foster care or placed with a court-approved dependency guardian after spending at least six (6) months in licensed care within the twelve (12) months immediately preceding such placement or adoption. They must have earned a high school diploma or equivalent (GED) and be enrolled in an eligible postsecondary educational institution in order to qualify for the scholarship
- ooo. **Present Danger:** Is an active and clearly in the process of happening. Present danger is most often identified at the onset of an investigation but can occur at any point of time. Present danger refers to immediate, significant, and clearly observable harm or threat of harm occurring to the child in present time, requiring **immediate protective actions** on the part of the investigator or case manager
- ppp. **Protective Capacities**: The accurate identification of the person(s) in the household who can provide significant and protection of children, regardless of their legal role as the caregiver. The caregivers responsible are able to effectively manage the danger threat in the home for the long term, the child is safe
- qqq. **Protective Investigation:** the acceptance of a report alleging child abuse, abandonment, or neglect, as defined in this chapter, by the Central Abuse Hotline or the acceptance of a report of other dependency by the Department; the investigation of each report; the determination of whether action by the court is warranted; the determination of the disposition of each report without court or public agency action when appropriate; and the referral of a child to another public or private agency when appropriate.
 - rrr. **Post Adoptive Services**: voluntary supportive services offered to families who have adopted a child to include assistance with benefits and referrals for community services as needed by the family.
- sss. **Residential Child-Caring Agency:** any person, corporation, or agency, public or private, other than the child's parent or legal guardian that provides staffed twenty-four (24) hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged.
 - ttt. Reunification Services: social services and other supportive and rehabilitative services provided to the parent of the child, to the child, and, where appropriate, to the relative placement, non-relative placement, or foster parents of the child, for the purpose of enabling a child who has been placed in out-of-home care to safely return to his or her parent at the earliest possible time. The health and safety of the child shall be the paramount goal of social services and other supportive and rehabilitative services. Such services shall promote the child's need for physical, mental, and emotional health and a safe, stable, living environment, shall promote family autonomy, and shall strengthen family life, whenever possible.

- uuu. **Reunification Visits:** visits occurring for the purposes of transitioning into reunification and permanent guardianship.
- vvv. **Safety Plan:** Actions and services that will temporarily substitute for the diminished parental protective capacity to control danger threats.
- www.**Shelter:** a placement with a relative or a non-relative, or in a licensed home or facility, for the temporary care of a child who is alleged to be or who has been found to be dependent, pending court disposition before or after adjudication.
- xxx. **Shelter Hearing:** a hearing in which the court determines whether probable cause exists to keep a child in shelter status pending further investigation of the case.
- yyy. **Substantial Compliance:** the circumstances which caused the creation of the Case Plan have been significantly remedied to the extent that the well-being and safety of the child will not be endangered upon the child's remaining with or being returned to the child's parent. Substantial compliance is greater than minimal adherence but not to the level of absolute adherence. Where a violation or variation is identified as the type which impacts can be reasonably expected within ninety (90) days to impact, the health, safety, or well-being of a child, there is no substantial compliance.
- zzz. **System of Care:** a comprehensive continuum of child welfare and related services provided in a specific geographic area that incorporates the local community's priorities for child safety, well-being, and permanency.
- aaaa. **Taken into Custody:** the status of a child immediately when temporary physical control over the child is attained by a person authorized by law, pending the child's release or placement.
- bbbb. Temporary Aid to Needy Families (TANF): public assistance program for families who need financial support from death of parent(s), parental absence, or parental unemployment or physical/mental incapacity to work created by the 1996 Welfare Reform Law and administered by the Department of Social Services and Department of Labor. TANF is a program of block grants to states to help them meet the needs of poor families. It replaces AFDC, JOBS, Emergency Assistance, and some other preceding federal welfare programs. Because of TANF-imposed time limits, states trying to place TANF recipients in jobs as quickly as possible often use program funds to pay for transportation, childcare and other barriers to workforce participation.
- cccc. **Termination of Parental Rights (TPR):** occurs when the court has determined that a parental relationship be severed based on the guidelines of Chapter39, F.S.
- dddd. **Title IV-E** (of the Social Security Act): a federally funded program which allows states to claim costs associated with low-income children in foster care, subsidized adoption, and some pre-foster care placement costs. The principal way to increase Title IV-E claims is to increase the percentage of eligible children. The other way to increase IV-E claims is to broaden the type of expenses claimed.

- eeee. **Best Practices Visitation Program:** provides a safe and valuable interaction for court ordered visits between children and their families.
- ffff. **Guardian Assistance Program**: Title IV-E benefits program that is available to guardians who commit to caring for a child long term. Permanency options of reunification and adoption must have been determined to not be in the child's best interest. The benefits are paid to the guardian on behalf of the eligible child. The benefits associated with the Guardianship Assistance Program are provided to the court approved guardian following case closure in permanent guardianship. This policy supports relative and fictive kin.
- gggg. **Level 1 Licensure:** type of licensure for child-specific foster homes. The caregiver must meet all level II requirements pursuant to this section. However, requirements not directly related to safety may be waived

B. General Description

1. Authority.

- a. The Provider shall comply with all applicable and valid provisions of federal and Florida laws, including but not limited to the federal and state laws set forth on the list of Authority and Requirements to the Standard Contract, which is expressly incorporated herein by reference.
- b. The Standard Contract and this Provider's Agreement are authorized by Chapter 409, F.S., which requires the Department to privatize the provision of foster care and related.
- 2. Program Purpose. The Program is a collaborative effort between Kids Central and the Provider to enhance the quality of the foster care delivery system provided under the Standard Contract between Kids Central and the Department. Provider understands that the joint mission of the Department and Kids Central in entering into the Standard Contract under which Provider is serving as a subcontractor to Kids Central, is to ensure the safety, permanency and well-being of the children and families served.
 - a. The Case Management and Adoption Services Program ("Program") is designed to provide children, newborn to eighteen (18) years of age in <u>Lake and Sumter</u> Counties, Florida, who have been removed or are at risk of being removed from their homes as a result of abuse, neglect or abandonment with a full array of child welfare case management services until permanency is achieved. Services must be available twenty-four (24) hours a day, seven (7) days a week and shall include an in-home visit no less than every 30 days, preparation of court reports and court representation, Case Plan development, Family Finding initiation and participation, Diligent search, request Seneca search, permanency planning and staffing, request Permanency Roundtable (PRT), case documentation and data management, coordination with other providers and community resources.
 - b. The Best Practices Visitation Program is designed to strengthen and/or repair the relationship between parents and children in out of home care where reunification is the goal and the courts have ordered visitation. Administrative staff shall be available during normal business hours, but services to families shall be provided at dates and times that best suit the families and their schedules.

- 3. Major Program Goals (Case Management and Adoptions). The purpose and intent of case management and adoptions case management is to ensure the safety, well-being, and permanency of all children and families served. In order to accomplish such, the Provider shall meet the major program goals identified below:
 - a. Ensure safety and stability for all children under the legal custody of the Department while promoting permanency for all children pursuant to the Florida Statutes, Florida Administrative Code, The Department's Operating Procedures, and the Policies and Operational Procedures of Kids Central.
 - b. Strengthen the case management and adoption case management service delivery system through community-based care partnerships.
 - c. Ensure protective supervision for all children under the legal custody of the Department.
 - d. Ensure the protection and safety of children by providing timely, integrated services for children and family members. Such services shall meet each family's unique needs and capitalize on the family's strengths.
 - e. Ensure that children in out-of-home placements experience the minimum number of placements necessary by working in collaboration with the Kids Central Placement Unit in making appropriate placements, matching the child's strengths and challenges to the appropriate setting and caregiver, and supporting the placement.
 - f. Ensure that case management services provided during out-of-home care placements enable children to reunify with their families or achieve other permanency within twelve (12) months of entering care unless extraordinary conditions exist. Ensure that adoption case management services provided during out-of-home care achieve the child's permanency goals.
 - g. Ensure that within three (3) business days of a child entering out-of-home licensed care Family Finding is initiated in an effort to provide the child and the biological family with an extended family support. In relation to adoption case management, ensure that Family Finding is initiated in an effort to provide the child with an extended family support. In all cases, continued participation is expected whether the goal is reunification, permanency, or adoption. These efforts shall be ongoing until all efforts are exhausted, and the Provider is relieved from further searching by the court.
 - h. A Health Risk Assessment (HRA) shall be completed by the Dependency Case Manager and entered into Integrate within thirty (30) calendar days of enrollment of child welfare specialty plan when notified by reporting notification after being assigned as primary on each child.
 - i. Healthcare Effectiveness Data and Information Set (HEDIS) The Provider must ensure that a child's annual wellness checkups and dental visits along with eye exams are scheduled. At various times throughout the calendar year, the Provider is required to respond to Kids Central designee, the status of children on the HEDIS report within ninety (90) days of the release of the report.
 - i. **ESPDT (Early and Periodic Screening, Diagnostic and Treatment)** The Child Protective Investigator (CPI) is responsible for a well check within five (5) days of intake. If the case is staffed to the Provider prior to the five (5) day limit, the well check becomes the responsibility of the Provider. A complete

physical shall be completed within thirty (30) calendar days of intake. The Provider will be required to create the medical/mental health tab in FSFN specifically for the ESPDT/physical for tracking of compliance. When a hand off occurs from DCF, the Provider will ensure in the handoff that a well check has been completed and collect the documentation to ensure it is loaded in FSFN. If a child is placed with a relative or non-relative and is required to be placed in a Foster Home setting, a new well check is required again within a five (5) day window of the change in placement.

- j. <u>Seven (7) Day Follow Up</u> All hospitalizations, medical and psychiatric, require a follow up post hospital stay to be completed within seven (7) days of the discharge date regardless of discharge recommendations.
- k. Support and promote the Independent Living/Transition to Adulthood Services that encompass a range of programs and services to prepare for the transition to a successful adulthood. These services include independent living needs assessment, academic support, career preparation, employment programs, budget and financial management, housing education and home management training, health education and risk prevention, family support and healthy relationships, FAC 65C-28.009. Case management will support by:
 - i. Actively participate in completing the informal assessments "Life Skills Progression Log" at monthly routine home visits.
 - ii. Actively participating in transition planning, per Kids Central Policies 608 and 610.
 - iii. Ensure the inclusion of statute required information in sixteen (16) and seventeen (17) year old's JRSSR's (39.701 (2)(a)10;(3) F.S.
 - iv. Actively participate in educational planning meetings for youth 13-17
 - v. Develop and implement the development of "My Pathways to Success Plan" for youth turning 16 years of age and attend the Independent Living Program meetings to update this plan once the youth turn 17.
 - vi. Update Education tab in FSFN regarding their school enrollment prior to their 18th birthday
- vii. Follow Senate Bill 60, related to children obtaining driver's licenses
- viii. Collaborative communication with Independent Living Coordinators
- ix. Promote normalcy within youth's placement
- x. Minimize the length of time children wait for permanent adoptive homes.
- xi. Increase the number of child sibling groups kept together and adopted.
- xii. Increase the number of finalized adoptions of teenagers who are available for adoption and want to be adopted.
- xiii. Increase the number of finalized adoptions of children with special needs.
- xiv. Increase the number of children adopted by their biological families.
- xv. Increase the number of children who are performing at grade level

- xvi. Increase the number of adoptions of children who were placed in a group home for a minimum of 30 days within the year preceding placement for adoption
- xvii. Prevent Disruptions (prior to child [ren] being adopted) and dissolutions (after child [ren] have been adopted) of adoptions
- j. Visitation Major Program Goals. The purpose and intent of Best Practice Visitation Program is to provide a visitation framework facilitated by the Provider. The Visitation Model is composed of supervised visits, coaching visits, monitored visits and unsupervised visits based on the following program principles:
 - i. The physical and emotional safety of the child is paramount
 - ii. Visits need to be frequent and regularly scheduled
 - iii. Visit supervision, frequency and length should change as the family makes progress
 - iv. Visitations should occur in the most normalized settings possible
 - v. Visitation should be scheduled at times and locations that are convenient for the family and the child
 - vi. Visitations should include coaching to facilitate positive parent child interactions.

4. Clients to be served.

- a. The Agency shall provide case management services to children, families, and persons related to the case that meet the eligibility described in the Standard Contract as well as services to children newborn to eighteen (18) years of age who are in need of or placed with adoptive families pending adoption legalization as described in Chapters 63 and 409 F.S. and Chapter 65C-16 F.A.C. and/or referred by Kids Central with a permanency goal of adoption. Provider shall accept those case referrals where the primary child is newborn to eighteen (18) years of age in **_Lake and Sumter Counties**, Florida.
- b. Children in need of out-of-town inquiry, courtesy supervision, or Interstate Compact for the Placement of Children (I.C.P.C.) as described in Chapter 409 F.S.
- c. Adoptive parent(s) and families and potential adoptive parent(s) and families.
- d. In the event of any disputes between Kids Central and the Provider regarding the eligibility of clients, the determination made by Kids Central is final and binding on all parties.

SECTION 2: PROVIDER RESPONSIBILITIES

A. Incident Reporting, Risk Assessment and Media Contact

1. Incident Reporting.

- a. Provider will comply with Kids Central's Policy on Incident Reporting and Client Risk Prevention, 301 and shall report incidents according to stated policy.
- b. In accordance with the above listed policy and the Department of Children and Families CFOP 215-6, the Provider is required to document all *Critical Incidents and follow Kids Central policy in the reporting of all Critical Incidents*

- and Events. See Exhibit F, How to Guide for Incident Reporting into MindShare.
- c. If, in the performance of services under this agreement, an employee of the Provider becomes aware of the possibility that a child or adult has been abused, neglected (including medical neglect) or abandoned, that employee must report the possible abuse, neglect or abandonment by calling the Abuse Registry at 1-800-96-ABUSE. The employee must also notify his/her supervisor and complete an incident report in accordance with the Kids Central Policies and Procedures referenced in paragraph a. above.
- d. Provider shall comply with the Kids Central policy 304, "Prevention, Reporting and Services to Missing Children", and report missing children to <u>missingchildren@kidscentralinc.org</u> within twenty-four (24) hours of discovery and in the manner prescribed using the forms and instructions found in said policy. Provider will also comply with FL Administrative Code 65C-30.19 and documents in FSFN within twenty-four (24) hours.
- e. Human Trafficking Screening Tool The Provider will follow Kids Central, Inc. protocol on Human Trafficking of Youth and Young Adults and will require all qualified staff to complete training related to the Human Trafficking Screening Tool (HTST), CF-FSP 5406, Feb. 2015. Any professional administering the HTST must meet the training requirements set forth in Rule 65C-43.005, F.A.C., and must have completed the Department approved training for the HTST prior to administering the tool.
- f. The Provider shall establish internal procedure(s) whereby a thorough review of an incident report is completed by a manager to assure that the incident report form is accurate, qualitative and includes all required information, prior to submission of the incident report and entry into the Incident Reporting and Analysis System.
- g. The Kids Central Performance and Planning Department shall provide direction and feedback for Incident Reporting.
- h. Other reportable incidents: each employee of the Provider, providing services in connection with this Contract, who has any knowledge of a reportable incident shall report such incident as follows:
 - i. A reportable incident is defined in CFOP180-4, which can be accessed through the Department's website.
 - Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to Kids Central Operations.
 - Other reportable incidents shall be reported to the Department's Office of Inspector General through Internet the http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the the Office Inspector General of IG.Complaints@myflfamilies.com. The Lead Agency and subcontractor may also mail the completed form to the Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

- 2. Family Functioning Assessment (FFA) Where applicable, the Provider shall adhere to the Ongoing Family Functioning Assessment requirements of 65C-30.005 F.A.C. which states that the case manager shall complete an ongoing FFA within thirty (30) calendar days following the case transfer. The ongoing family functioning assessment involves the case manager and the family in a joint effort to identify and analyze the family strengths and resources, child well-being, as well as the contributing factors and underlying conditions that contribute to the child's safety and risk of maltreatment. The ongoing family functioning assessment must include information from the Initial Health Care Assessment and Comprehensive Behavioral Health Assessment. Progress updates shall be updated at least every ninety (90) days or at critical junctures until termination of services. A new Progress Update will be created sooner when fundamental decisions are being made for the child or children, or when critical events are occurring that necessitate a formal re-evaluation of protective capacities and child needs. Ongoing family functioning assessments and progress updates will be documented using FSFN functionality.
- 3. *Media Contact.* Provider must comply with Kids Central policy 800 on Media Contacts

B. Staffing

1. Staffing Levels.

- a. Provider shall employ a qualified CMA Director, Assistant CMA Directors, Family Care Managers (FCMs)/ Adoption Care Managers (ACMs), FCM Supervisors, ACM Supervisors, Family Support Workers, clerical support, and other staff necessary to provide the services specified in this Agreement and consistent with the Kids Central System of Care and allocated funding.
- b. FCM/ACM Level II: An FCM/ACM eligible for the Level II position will be someone who meets the Provider's specific skill, training, and performance proficiency, who is fully certified and has been employed by the Provider in this Program for a minimum of one (1) year.
- c. FCM/ACM Level III: An FCM/ACM eligible for the Level III position will be someone who meets the Provider's specific skill, training and performance proficiency and has been employed by the Provider in this Program for a minimum of three (3) years.
- d. FCM/ACM Level IV: An FCM/ACM eligible for the Level IV position will be someone who meets the Provider's specific skill, training and performance proficiency and has been employed by the Provider in this Program for a minimum of five (5) years.
- e. FCM/ACM Supervisor Level II: An FCM/ACM Supervisor eligible for the Level II position will be someone who meets the Provider's specific skill, training and performance proficiency and has been employed by the Provider as a Supervisor in this Program for a minimum of two (2) years.
- f. Provider shall maintain an FCM/ACM Supervisor to FCM/ACM ratio of 1:5; exceptions may be permitted by Kids Central leadership. Each FCM/ACM shall provide services to a caseload of eligible children and families.
- g. In the event the Provider experiences vacancies at a level equal to or greater than ten percent (10%) of the expected staffing levels in the case carrying

personnel, and this vacancy was not authorized by Kids Central, the Provider shall submit an Action/Safety Report to Kids Central within forty-eight (48) hours of reaching this vacancy level. The report shall outline the Provider's plan for filling the vacancies and keeping children safe until the vacancies are filled.

2. Personnel Requirements.

- a. Provider shall recruit, hire, provide all supervision and related expenses including, supplies, mileage, benefits, administrative support, and other support services and ensure sufficient professional expertise that will allow staff to deliver services under the provisions of this Agreement.
- b. As resource for advertising а preferred available Family Care Manager/Adoption Manager Family Care and Care Manager Supervisor/Adoption Care Manager Supervisor positions, the Provider shall post all available, applicable jobs listings on the Florida Coalition for Children website at flchildren.org/jobs.
- c. Provider shall ensure that all relevant subcontractors, staff and or volunteers meet the qualifications, screening, and certification requirements as required by Chapter 39,393, 397, 402,409, 435, F.S., and <u>Kids Central Policy 1142</u>. Per Executive Order No. 116, State of Florida Office of the Governor, dated 1/4/11, all agencies will utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/enroll, to verify the employment eligibility of all new persons employed during the contract term to perform duties related to this agreement per specifications of Attachment VII-Employment Eligibility Verification.
- d. Provider staff and volunteers shall comply with the Good Moral Character Form and required Level II background screening. Kids Central requires that all Level II background screenings also include a local law check for every county and/or city the employee has resided in within the past three (3) years, prior to application for employment or provision of volunteer services. Prior to the start date of an employee being hired for service under this agreement, Kids Central requires that the Provider complete a reference check for the prospective employee through the office of the Inspector General. D, "Office of Inspector General Request for Reference Check" must be completed, and results received before employment can begin. The Inspector General Reference Check results will be kept in the Provider's Personnel File and Exhibit I "Inspector General Reference Check Summary" will be submitted monthly with the invoice to the Contracts Manager. The provider will also utilize the Florida Certification Board System, flcertificationboard.org, to verify the prospective employee's child protection certification/recertification prior to employment.

e. Disqualifying Offenses that Result from Background Screening

i. If the Provider becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must remove the employee or volunteer from contact with any vulnerable person that places the employee in a role that requires background screening 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.

- ii. The Provider must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S. for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- f. The Provider shall conduct a reference check of any current or former Department or any Kids Central or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department or Kids Central will not give a neutral reference; and the Provider will not accept a neutral reference for any current or former employee of the Department or Kids Central seeking employment with the Provider. Provider is required to request any documentation pertinent to the reference to include review of the applicant's personnel file.
- g. The FCM/ACM and FCM/ACM Supervisor must possess, at a minimum, a bachelor's degree from an accredited College or University; a master's degree is preferred. If the FCM/AMC or FCM Supervisor does not have a bachelor's degree in Human Services, then the FCM/ACM or FCM/ACM Supervisor must have a bachelor's degree from an accredited College or University, in any field, as well as at least (3) three years' experience in a related field. FCM/ACM and FCM/ACM Supervisor must also meet the minimum qualifications, including Child Protection Professional certification. It is the responsibility of the Provider to request an Educational Waiver of the Department if FCM/ACM staff is hired by the Provider, who does not meet the educational requirements specified. The following persons shall be given preference in the recruitment of qualified professional staff, but the preferences serve only as guidance and do not limit the providers' discretion to select the best available candidates:
 - Individuals with baccalaureate degrees in social work and child protective investigation supervisors with master's degrees in social work from a college or university social work program accredited by a college or university.
- Individuals with baccalaureate or master's degrees in psychology, sociology, counseling, special education, education, human development, child development, family development, marriage and family therapy, and nursing.
- iii. Individuals with baccalaureate degrees who have a combination of relevant direct work and volunteer experience preferably in a public service field related to children's services which demonstrates critical thinking skills, formal assessment processes, communication skills, problem solving, empathy, a commitment to helping children and families, a capacity to work as part of a team, an interest in continuous development of skills and knowledge, personal strength and resilience to manage competing demands and handle workplace stresses.

- h. The Florida Certification board requires the following of a Child Protection Professional certification:
 - vi. Minimum of a bachelor's degree from an accredited college or university
 - vii. Case Management/Licensing: bachelor's degree in a related field.
 - viii. Related degrees are Behavioral Sciences, Community Development, Criminology/Criminal Justice, Education, Health Science, Human Development, Human Sciences, Human Services, Law, Political Science, Public Administration, Psychology, Social Policy, Sociology, Social Work
- i. Clinical staff must have appropriate credentials for the services being provided. Persons providing therapeutic counseling services will have, at a minimum, a master's degree from an accredited college/university in Human Services or a master's degree in a related field plus at least three (3) years clinical experience.
- j. Personnel records shall at a minimum contain job descriptions, applications, Level II background screenings, educational achievements and qualifications, Educational Waivers (if applicable), reference checks, employment history checks, and all training records including those related to licensure, certification and recertification, and annual performance evaluations. Personnel records shall be maintained and accessible for periodic review by Kids Central.
- k. The Provider shall seek reimbursement or withhold the pro rata share of the certification costs, per the Florida Certification Board, if an employee leaves their employment during their two (2) year certification period. These fees will be returned to Kids Central, Inc. per Exhibit Y.
- I. The Provider shall notify the Kids Central Training Department of the termination of any employee(s) terminated for or suspected of unethical issues by the next business day of termination.

3. Training.

- a. Provider shall ensure that staff fulfills the requirements to participate and attend staff development training for professional growth as developed and required by Kids Central and the Department in the Standard Contract. These required trainings include annual training for HIPAA. Security Awareness. "Serving our Customers who are Deaf or Hard of Hearing," Missing Children, Psychotropic Medication, Incident Reporting, Human Trafficking, Exit Interviews, Home Visits, mandatory annual assessment and safety management training, Quality Parenting Initiative, Abusive Head Trauma, Customer Service, and Child Placement Agreement/Behavioral Management Plans training. Other mandatory trainings may be identified and required, contingent upon identified needs. Provider is required to track all staff training and certification status to include Child Protection Professional certification/recertification.
- b. As required by HB 7141, F.A.C. 65C-43 and 65C-43.005, and Kids Central, Inc.'s protocol on Human Trafficking of Youth and Young Adults, the Provider shall ensure that cases in which a child is alleged, suspected, or known to have been sexually exploited are assigned to Family Care

Managers/Adoption Care Managers, who have completed specialized intensive training in handling cases involving a sexually exploited child. The Provider shall ensure that Family Care Managers/Adoption Care Managers and their Supervisors assigned to a case involving a sexually exploited child shall have completed the applicable training prior to assignment and that the staff will maintain all required trainings as long as they are assigned to the case. The Provider must track the training and provide documentation to Kids Central on **Exhibit Z**, the Human Trafficking Training Tracker, of the six (6) hour human trafficking training attendance for the initial training requirement and the quarterly follow up training for all staff assigned to any cases involving a sexually exploited child.

- c. Should the Provider determine the need to provide staff training that is directly related to the services the Provider offers under this contract, then the Provider shall first receive Kids Central Chief of Operations approval prior to scheduling such training.
- d. IV-E Training The Provider will complete and submit the Title IV-E Tracking Report by the tenth (10th) business day of the month for the previous month's training sessions attended by the provider's employees to the Kids Central Director of Training or designee.

4. Certification/Recertification.

a. Case Management Agency Employer Sponsored Applicant for Certification

- i. When the Provider hires an employee to provide child welfare services, who does not hold a current child welfare certification, that employee is required to be certified within fifteen (15) months of their date of hire unless an extension is granted as discussed in section vi below.
- ii. Consistent with Florida Law, all applicants for certification must have:
 - a) A bachelor's degree in social work or a related area of study from an accredited college or university AND
 - b) Verification of successfully passing the Level 2 background screening.
 - c) Agreed to follow the Florida Certification Board (FCB) Code of Ethics
 - d) Met specific competency requirements.
 - 1) Possess minimum work and supervision requirements.
 - 2) Possess minimum education and training requirements.
 - 3) Pass the written exam.
 - e) Completed minimum continuing education credits annually to maintain a current knowledge base; and
 - f) Renewed certification every two (2) years
 - i. Employees are required by Chapter 402.40, F.S., to earn and maintain professional certification from a professional credentialing entity.

- ii. The Florida Certification Board (FCB) is the only professional credentialing entity approved by the Department of Children and Families (DCF).
- iii. Kids Central will fund the certification and testing fees (for first testing attempt only) for the Provider's Family Care Manager/Adoption Care Manager and Family Care Manager/Adoption Care Manager Supervisors as long that that employee completes the Pre-Service curriculum with Kids Central and the Provider confirms employment at testing and certification.
- Provisional certification is valid for a maximum of twelve (12) months; from the date a passing score was earned on the written exam. Provisional certification will not be extended to reflect the Provisional Certification application submission date. The provisional certification start date is the day a passing score was earned on the certification exam. It expires 12 months later. During the 12-month period, provisionally certified individuals must complete the on-the-job field experiences necessary to gain minimum competency in the performance of child welfare services.
- v. Provisional certification will not be awarded until the following have been received and verified by the FCB:
 - a) Certification Registration
 - b) Provisional Certification Application
 - c) Verification of Education, Training, Testing and Criminal Background Attestation Form – Testing fee's will be determined by Kids Central
- vi. Provisional certification extensions may be granted to individuals who were not able to earn full certification within required timeframes for the following reasons:
 - a) Extended absence from work for maternity/paternity leave, Family and Medical Leave Act (FMLA), or other extended illness. The extension will be equal to the amount of time the employee was on approved leave.
 - b) Part-time staff. The extension will be granted for a maximum of six (6) months.
 - c) Discipline transfer mid-certification. The extension will be granted for six (6) months.
 - d) Other circumstance. The applicant must submit a written Extension Request Memo packet for review and action by the Child Welfare Advisory Board (CWAB). The length of the extension will vary based on circumstances, not to exceed six (6) months.

- Posttest and Provisional Certification fee as determined by the Florida Certification Board On-the-job experience and direct supervision requirements must be completed and an application for Full Certification must be submitted to the FCB within twelve (12) months from the date a passing score was earned on the written exam.
- If an extension is recommended by the Kids Central Trainer/Job Coach and/or the Supervisor, the payment of the extension fee (as determined by the Florida Certification Board) will be paid by the Provider or the identified staff member.
- Dual Certification is required for any staff holding a certification in another class. Kids Central will pay for only the Case Management certification (Initial and Recertification). If a candidate wishes to maintain Dual Certification, Kids Central will pay for the Case Management Certification as primary and the secondary certification will be the responsibility of the candidate

b. Continuing Education/Recertification

- i. All certified professionals must complete a specific number of Continuing Education Units (CEUs)/in-service training hours each year.
- ii. In order to be eligible for certification renewal, a certified Child Welfare Professional must continue to fulfill his or her job requirements and complete a minimum of twenty (20) Continuing Education hours every twelve (12) months. Unless accommodations are made by the Third-Party Credentialing Entity to address an individual's special circumstances, an individual must be removed from a position requiring certification if certification renewal is not achieved within two (2) years.
- iii. Kids Central will fund the recertification for the Provider's Family Care Managers/Adoption Care Managers and Family Care Manager/Adoption Care Manager Supervisors as long Provider notifies the Training Department and confirms employment at certification.
- c. A credential is subject to revocation for founded allegations of ethical or professional misconduct as defined in the FCB Code of Ethical and Professional Conduct and Disciplinary Procedures. A credential will be revoked if an applicant, provisionally certified child welfare provisionally or a fully certified child welfare professional is found to have falsified any part of a client record, either hard copy of data entry into the Florida Safe Families Network (FSFN) or its feeder databases or for accessing the FSFN or its feeder databases for non-work-related purposes. The Provider must submit in writing to Kids Central Training Department and in writing, on The Florida Certification Board Ethics Complaint Form, within thirty (30) calendar days of becoming aware of an allegation of an ethics violation.

- d. Provider is also required to indicate on the monthly "Personnel Detail Report", **Exhibit H**, which staff members have completed the required certification(s) and recertification(s) during the reporting month.
- e. To ensure Supervisor competency and equanimity, the Provider shall establish and implement a plan whereby, internally, Supervisors receive ongoing training, development, and supervision. The trainings will be documented in the Supervisors' personnel files.
- f. Each employee's/volunteer's personnel file shall document the subject, date, and number of hours of training the employee/volunteer has completed.
- g. Prior to serving families, **Best Practice Visitation Program** staff shall be trained on the proper methods for supervising family visitation and documentation of the family's interactions.

5. Staffing Changes.

- a. Provider shall submit written notification to the Kids Central Contracts Manager within five (5) business days if any of the following positions become vacant or are anticipated to become vacant:
 - i. Chief Executive Officer
 - ii. Chief Financial Officer
 - iii. Program Director/Program Manager
- b. This notification shall identify the person who is assuming the responsibilities of that position during the vacancy. Once the position is filled, the Kids Central Contracts Manager shall be notified in writing within five (5) days of the permanent replacement's hire date.
- c. Provider shall submit to the Kids Central Inc. Contracts Manager written notification within five (5) business days of any changes in the persons authorized to execute contract, amendments, and monthly invoices.

C. Service Delivery, Location, and Times

1. Service Delivery.

- a. Case Management, Adoption Case Management, and Best Practice Visitation shall be delivered in the child's current placement setting or in the home of the client or in a community-based facility conveniently located to the client's home, while ensuring each client's safety, well-being, and permanency.
- b. Collateral services may be delivered in a community-based facility conveniently located to the client's home, while ensuring each client's safety and well-being. The location of collateral services will not be allowed to present an impediment to the receipt of services. The Provider is responsible for ensuring that the client has physical access to recommended services.

2. Administrative and Service Locations.

a. Provider's administrative services will be provided at: **TBD**

b. Provider's <u>case management and support services personnel</u> will located in:

Lake: Clermont and Tavares; location still to be determined.

Sumter: 901 Industrial Drive, Wildwood, FL 34785

- c. Provider shall notify the Kids Central Contracts Manager, in writing, at least ninety (90) days in advance of any change in the street address and/or mailing address of the Provider's administrative office or service location.
- d. Provider shall notify the Kids Central Contracts Manager, in writing, within forty-eight (48) hours of any change in the facsimile or telephone number of the Provider's administrative office or a county service location.

3. Service Times

- a. **Service Hours.** Case Management and Adoption Case Management services must be available twenty-four (24) hours a day, seven (7) days a week. Provider shall provide on-call services during all non-business hours. The Provider's on call schedule to include telephone numbers and staff responsible will be sent to CMASPOC@kidscentralinc.org on a monthly basis or as updated.
- b. **Administrative Hours.** In order to facilitate communication between Kids Central and the Provider and to respond in a timely manner to requests for information from the Department and others, the Provider's administrative offices shall be open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for holidays, unless other arrangements have been approved in writing by Kids Central. Such approval will be maintained in the contract file.

D. Furnishings, Equipment, and Inventory

- Use of Kids Central Furnishings and Equipment. Any furnishings or equipment transferred to the Provider for use under this Agreement shall be used solely to assist in the provision of services as required in this Agreement. Provider shall maintain furnishings and equipment in good working condition for the operation of the office; during the term of the Agreement and any renewals, the Provider is financially responsible for maintenance and repairs of the equipment. The Provider shall not dispose of the furnishings or equipment without written authorization from Kids Central. In the event the Provider ceases providing the services under this Agreement or is no longer in need of furniture or equipment provided by Kids Central, such furniture or equipment will be returned to Kids Central or disposed of in a manner approved by Kids Central in writing. In the event that the end-user is terminated or has resigned, and the equipment has not been returned prior to their departure, the equipment becomes the responsibility of the Program Director. The Program Director will be responsible for returning the equipment to Kids Central. The equipment at no time may be transferred to another end-user. Kids Central will conduct an annual inventory.
- Purchase of Property. Any purchase of property not specifically listed in the approved Proposal/Budget requires prior written approval by Kids Central in the form of a formal amendment to this Agreement. If Provider purchases any property with funds provided by this Standard Subcontract, a written document of such shall be submitted to the Kids Central Contracts Manager along with the

- expenditure report for the period in which it was purchased. Title (ownership) to all property purchased by the Provider under this Agreement shall be vested in Kids Central upon completion or termination of this Standard Subcontract.
- 3. Provider shall comply with the Department's "Tangible Personal Property Requirements" dated April 1, 2009, and such is herein incorporated by reference and available for inspection at the Department/s website. In this section, "Property" includes:
 - a. Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more, and the expected useful life of which at the time of transfer or purchase is one (1) year or more.
 - b. All computers with an expected useful life of which at the time of transfer or purchase is three (3) year or more.
 - c. No funds from this Agreement shall be used for the purchase of any motor vehicle. (Motor vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.) However, as needed, and necessary for the provision of services under this Agreement, Kids Central may purchase a motor vehicle and subsequently enter into a lease agreement with the Provider for the use of said motor vehicle.
 - d. Cell Phones Kids Central, Inc. will provide initial smart phones and smart phone services for CMA Program Director, Assistant Program Director, Family Care Manager/Adoption Care Managers and Family Care Manager/Adoption Care Manager Supervisors. Other cell phones and cell phone services will be provided to Family Support Workers for emergency purposes. If the initial cell phone is damaged or lost, the Provider is responsible to replace the phone with a like unit. Kids Central, Inc. does not provide insurance for cell phones. If cell phone is lost or stolen it must be reported with four (4) hours to Kids Central's IT Department. The IT department will issue a full wipe of the phone. Additionally, a police report is required if a smart phone is stolen

4. Inventory.

- a. The Provider purchases any property with funds provided by this Agreement, per Kids Central policy, 1015, Inventories; the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Kids Central Contracts Manager along with the expenditure report for the period in which it was purchased.
- b. Annually the Provider shall submit a complete inventory of all such property to Kids Central whether new purchases have been made or not. The inventory shall be agreed upon and signed by both parties. In the event an inventory item cannot be located; the case management agency must replace the equipment to the equal value of what is missing.
- c. The inventory shall include, at a minimum, the identification number; year and/or model: a description of the property, its use and condition; current location; the name of the property custodian; class code; if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any; acquisition date; original acquisition cost; funding source; information needed to calculate the federal and/or state share of its cost.

- d. The Provider hereby agrees that all inventories required by this Agreement shall be updated and accurate to the date of inventory certification. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and Kids Central's Finance and Data Management Director and shall be used in place of the original acquisition cost. An accumulated depreciation must be maintained by Provider.
- e. Any equipment coming into or exiting the case management agency must be updated in the inventory system via a Helpdesk ticket to Kids Central. The inventory will be up to date at any time in the annual period
- f. Title (ownership) to all property purchased by the Provider pursuant to this Agreement shall be vested in Kids Central upon completion or termination of this Agreement. During the term of this Agreement, the Provider is responsible for insuring all property purchased by or transferred to the Provider pursuant to this Agreement. Upon transfer to Kids Central, all property must be in good working order. The Provider hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to Kids Central the replacement cost of any property inventoried and not transferred to Kids Central upon completion or termination of this Agreement.
- g. Any differences between quantities determined by the physical inspection and those shown in the inventoried records shall be investigated by the Provider to determine the causes of the differences. Any loss, damage, or theft of the equipment shall be investigated by the Provider and fully documented.
- h. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Agreement, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- i. The Provider hereby agrees to indemnify Kids Central against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the Provider pursuant to this Agreement.
- j. The Provider shall furnish a closeout inventory no later than thirty (30) days before the completion or termination of this Agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- k. The closeout of a contract does not affect the Provider's responsibilities with respect to property under Chapter 65E-14, F.A.C. Upon completion or termination of this Agreement, all equipment transferred to the Provider, or purchased by the Provider, in accordance with the terms of this Agreement shall be returned to Kids Central within a time frame determined by Kids Central's Chief Executive Officer.
- I. Upon transfer to Kids Central, all property must be in good working order. Provider hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title.

- m. Provider shall be responsible for repaying to Kids Central the replacement cost of any property inventoried and not transferred to Kids Central upon completion or termination of this Standard Subcontract.
- Construction or Renovation of Facilities Using Standard Subcontract Funds.
 No funds provided by Kids Central from the Department may be used for the construction or renovation of facilities.
- Facility Relocation Using Standard Subcontract Funds. If the need should arise for moving or relocating an office related to services for this Agreement, Kids Central must be notified in advance. No reimbursement of expenses for moving or relocating an office will be paid without prior approval of the Kids Central Chief Executive Officer, or designee.

E. Data Security and Information Management

1. Performance and Service Level Agreements.

- a. Kids Central will deliver services that meet or exceed the performance standards defined hereafter as the "Service Level Agreement (SLA)". Under the SLA, Kids Central offers, on a best effort basis, a Mean Time to Repair (MTR) of eight (8) hours for issues that can be remotely remedied. The MTR shall be defined as the time frame from the time of notification to the Kids Central Help Desk to the time of problem resolution. It is the goal of Kids Central for an eighty-five percent (85%) achievement of all measurements (business hours a factor).
- b. Kids Central will provide a Service Level Agreement (SLA) for:
 - i. Help Desk Services during normal business hours (M-F; 8:00 a.m.-5:00 p.m.).
 - ii. Maintenance of Provider Infrastructure within four (4) hour response period via remote connectivity for high and critical trouble tickets. This support will be provided by Kids Central outsourced LAN/WAN Provider; and,
 - iii. Normal and Low priority trouble tickets will be remedied at next end-user availability.
- c. Provider will work with Kids Central as partners for the execution of services provided in their infrastructure.

2. Level 1 Technician.

- a. The Level I Technicians will be required to support the Kids Central Information Technology (IT) Department and to provide Level 1 Desktop Support, troubleshooting all end-users within the Provider agency. This includes software/hardware related issues from the end-user to the network connection. An internal process will be developed to track and report information technology (IT) issues within the Provider.
- b. The Level I Technician must possess the minimum knowledge, skills, and abilities:
 - Knowledge to support personal computers and related technologies including wireless devices, PC operating systems and software installation, and software applications with troubleshooting skills related to computer hardware.

- ii. Basic understanding of Local Area Network/Wide Area Network (LAN/WAN) infrastructure concepts; and,
- iii. Working knowledge of Windows 7 and Windows 10 operating systems.
- iv. Analytical skills combined with a disciplined approach to define problems, collect data, establish facts, and draw valid conclusions.

c. Level 1 Technician responsibilities:

- i. Assist Kids Central IT staff in performance of conducting annual inventory of all physical assets.
- ii. Upon the issue of Kids Central equipment, set up end-user.
- iii. Ensure that Kids Central issued equipment is returned to the Kids Central IT Department within forty-eight (48) hours of resignation/termination.
- iv. Provide Kids Central IT personnel with detailed documentation of trouble shooting procedures when elevating issues to the Kids Central Help Desk.
- v. Be the single-point-of-contact for escalating IT issues to Kids Central Help Desk.
- vi. Adhere to the Kids Central IT Policies; and ensure end-user's follow same.
- vii. Ensure that security and integrity of the Kids Central Network Domain is maintained.
- viii. Report any and all unauthorized software/hardware modifications to Kids Central IT equipment immediately to the Kids Central Help Desk; and,
- ix. Escalate Trouble Tickets to Kids Central on the following Priority Schedule:
 - a) Low: Low priority trouble that may be scheduled during such time when end-user is at lunch or has gone home for the day.
 - b) Normal: Normal issue typically resolved during a help-desk call and affecting a single user.
 - c) <u>High</u>: Server issues that may affect multiple users and needs immediate attention. High level issues are escalated to Tier 2 Technicians immediately. This support will be addressed by the Kids Central outsourced LAN/WAN Provider.
 - d) <u>Critical</u>: Network or servicer issues that affect an entire Provider's location. Critical level issues are escalated to Tier 3 Technicians immediately. This support will be addressed by the Kids Central outsourced LAN/WAN Provider.
- x. Interface with end-user's as necessary to complete IT related issues.
- xi. Provide accurate information related to IT issues to the Kids Central Help Desk in a timely manner; and
- xii. Be on-site when the IT issue has to be resolved by Kids Central personnel or its' outsourced Provider(s).

3. Data Security Officer.

- a. Data Security Officer. The Provider will identify in writing to Kids Central's Chief Information Officer and Kids Central Data Security representative an appropriately skilled individual to function as its Data Security Officer (DSO).
- b. The DSO shall ensure that all required staff complete the Department mandated annual Security Awareness and HIPPA training certificates.
- c. The DSO will be responsible for submitting the Information Technology Resource Request (ITRR) to the Kids Central Help Desk whenever a Provider employee is hired, changes status or terminates employment. The DSO will

- ensure that all paperwork has been submitted to end the user access whenever a Provider employee is terminated.
- d. The "Information Technology Resource Request (ITRR)", which is available on the Kids Central Intranet home page or from your Kids Central Contracts Manager, shall be completed as follows:

i. New Hire:

- a) Submit the "ITRR", the <u>Access Authorization Form</u>, Non-Disclosure Form, the HIPPA Training Certificate and the Security Awareness Training Certificate within forty-eight (48) hours of Child Protection Professional Certification.
- b) If the newly hired employee is certified at hire, submit the above paperwork within forty-eight (48) hours of hire.
- c) For all non-certified newly hired staff, if FSFN access is required, submit a completed Access Authorization Form, Non-Disclosure Form, the HIPPA Training Certificate and the Security Awareness Training Certificate to FSFNREQUEST@kidscentralinc.org.
- d) If the new hire is filling a position that does not require access to FSFN, submit the ITRR, Non-Disclosure Form, and annual HIPPA and Security Awareness Training Certificates to Help.Desk@kidscentralinc.org.
- ii. <u>Personnel Change</u>: Submit the "ITRR" for all employees that are being reassigned, relocated, promoted, or demoted, within forth-eight (48) hours of such action. If the unit, user, or access level to FSFN changes, submit the "ITRR" with the Access Authorization Form, Non-Disclosure Form, and Security Awareness Training Certificate to FSFNREQUEST@kidscentralinc.org.
- iii. <u>Termination</u>: If an employee has access to FSFN statewide system, submit within twenty-four (24) hours of notice of resignation or the termination by the Provider the "ITRR" and Access Authorization Form to the Kids Central Data security representative at FSFNREQUEST@kidscentralinc.org.
- iv. If termination is considered hostile, a four (4) hour notice is required to ensure all data access is disabled. When a hostile termination is expected, a phone conference shall be arranged with the KCI IT team to terminate the users account during the termination period. Additionally, if the employee has access to the FSFN statewide system, submit the Access Authorization Form to the Kids Central data security representative at FSFNREQUEST@kidscentralinc.org within four (4) hours prior to the termination.
- **F. General Service Tasks.** Provider shall perform the following tasks in accordance with the Kids Central System of Care and Kids Central Policies and Procedures.

1. **Confidentiality.**

a. Provider shall maintain client confidentiality according to federal and state statutes, as evidenced by executing required releases of information and maintaining updated releases of information. All information obtained by Provider concerning clients served under this Agreement is confidential under

- statute and shall remain confidential. Except as may be required or authorized by state or federal law, regulation or court order, Provider shall not release any information concerning clients without proper authorization and consent of the individuals involved.
- b. Provider will comply with Kids Central Policy 501 "Access to Records and Sharing Information with Authorized Parties."
- 2. Documentation. Provider will maintain complete documentation for services rendered within established time frames and standards per statute, Medicaid rules (as necessary), the Department's and Kids Central's Policies and Procedures, and Quality Improvement Standards to include case summaries, progress notes, assessments, intervention services, referrals to community services and resources, input into required data management systems and other required documentation.
- 3. Grievance System and Client Concerns. Provider shall develop and implement a grievance procedure to ensure concerns are identified and resolved in a timely manner. Provider shall cooperate with Kids Central and submit the information necessary for Kids Central to resolve client concerns. Provider shall attend hearings and otherwise cooperate with Kids Central in the resolution of client concerns.

4. Client Satisfaction.

- a. Provider agrees to administer client satisfaction surveys as part of its quality assurance/quality improvement plan. Surveys and an analysis of the survey's results and an action plan to improve areas of service delivery will be submitted to the Kids Central Contracts Manager on a quarterly basis, or as requested.
- b. In addition to the above, Provider shall participate in any client satisfaction activities specifically requested by Kids Central. This may include the administration of client satisfaction surveys developed by Kids Central, or the Department.

G. Provider Unique Activities

- 1. Provider shall provide comprehensive adoption, case management and protective supervision services to each client referred under this Standard Subcontract.
- 2. Deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.
- 3. Within thirty (30) days of enrollment of child welfare specialty plan when notified by reporting notification, the Provider's Family Care Manager is required to complete a Health Risk Assessment (HRA) for each child listed as a subject in the case.
- 4. Provider shall observe and make contact with each child assigned in accordance with, and within the time frames as established under, the provision of Chapter 39 F.S., Florida Administrative Code, and Kids Central Policies and Operating Procedures. Each observation shall be documented and meet both quality and time standards.
 - a. In accordance with the Quality Visit Guidelines, the Provider shall ensure the child and the child's caretaker receives a minimum of one (1) face-to-face contact in the child's residence every twenty-five (25) days. During this visit

- it is required for the FCM to use the Home Visit form to document the visit. This form is to be completed in entirety and becomes part of the FSFN record.
- b. If a case is classified as "Shelter Status", contact is required every seven days as long as the child remains in "Shelter Status" but can be modified after the case management supervisor documents in FSFN that various conditions have been met per 65C-30.007 (e).
- c. If a child is placed with a relative or non-relative, contact is required every seven days for the first thirty days of placement.
- d. If the case goal is reunification, the Provider must conduct, at a minimum, face-to-face contact with the child's parent(s) or guardian every twenty-five (25) days. Exceptions include certified letters/telephone contact for a parent who is out of state, out of circuit, or otherwise inaccessible (incarcerated). All efforts to contact parent must be documented. The Parent Visitation Form must be completed to document these visits with parents who are working toward reunification and becomes part of the FSFN case record.
- e. If the contact is made at a group home or emergency shelter facility, it is the responsibility of the FCM/ACM to communicate with the facility staff members to ensure an effective interaction and outcome. FCM/ACM shall sign in with the facility staff member prior to the visit, allow the staff member to escort them to the child, perform their visit, and then check back in with the facility staff to discuss the outcome of the visit.
- f. If a foster home is over capacity of children, the FCM/ACM is required to conduct home visits every seven (7) days. Kids Central will send over capacity waivers to the CMA Provider who has a child placed in a home that puts a home over their licensed capacity. Once the waiver is sent to the Provider, the Provider will work with other Case Management Agencies to coordinate the visitation requirement for the home. The Kids Central Placement Department will provide over capacity updates to the Case Manager's single point of contact on a monthly basis.
- g. The Provider is responsible to coordinate visitation on a courtesy basis for children placed in Circuit 5 from **other** jurisdictions.
- 5. In accordance with the Rilya Wilson Act as amended by SB 1666, a child from birth to age of school entry, under court-ordered protective supervision or in the custody of the community-based lead agency, and enrolled in a licensed early education or child care program must attend the program five (5) days a week unless the court grants an exception due to the court determining it is in the best interest of a child from birth to age three (3) years. Should the Provider be notified that a child in their care has had one (1) unexcused or seven (7) consecutive excused absences, the FCM/ACM or FCMS/ACMS assigned to the child will make immediate notification the Kids Central SPOC to RilyaWilson@kidscentralinc.org, attempt to make face to face contact with the child within twenty-four (24) hours of the absence and then report the face to face contact to RilyaWilson@kidscentralinc.org
- 6. ICPC Incoming and Outgoing Requests The Provider will be responsible for complying with the timeframes of completing Interstate Compact requests as follows:

a. Incoming requests:

- İ. Regulation 2 (Foster Care in Family Settings) – A Home Study shall be completed as expeditiously as possible. Preliminary home studies must be submitted by the due date for Adoption and Foster homes studies for which classes are still being taken by the placement resources that continue beyond the due date. If there is a delay due to not receiving Adam Walsh checks, proof of timely submission of the Adam Walsh request must be provided along a preliminary home study and submitted by the due date. A Safe and Timely Interstate Home Study Status Report is due within sixty (60) days. A denied home study shall be submitted in lieu of a status if the family does not engage in the process. All home studies that do not have background checks completed by the due date must be submitted as denied if the reason for delay is due to a lack of cooperation by the placement resource. Final approval or denial shall be provided no later than one hundred eighty (180) calendar days from receipt of the initial home study request. This six (6)-month window is to accommodate licensure and/or other receiving state requirements applicable to foster or adoption home study requests.
- ii. If the Provider is not submitting a completed home study, a denied home study or a preliminary, a status update MUST still be submitted by the due date. Home studies should not be denied if the lack of background is due to factors outside of the placement resource's cooperation or lack thereof. These home studies will be considered as late and out of compliance and a status update is required. A general status report for this kind of delay is no longer acceptable simply for the purpose of remaining in compliance but still must be submitted.
- iii. Regulation 7 (Expedited Placement Decision) An expedited home study must be completed within twenty (20) business days. Therefore, the provider shall return a completed home study to Kids Central within fifteen (15) business days from the receipt of the packet.
- Regulation 4 (The Sending Local (district) Agency's Responsibilities Any ίV. proposed placement of a child in a residential facility, institution or group home in another state will require a Compact 100A Form with the name and address of the facility or home shown in Section II-Placement Information, along with a copy of the letter of acceptance or agreement to admit the child, and other supporting documents as listed in paragraph 7 above. It is the responsibility of the sending agency to locate such a placement in the other state, and the sending agency will be responsible for making arrangements to contract and pay for this placement option. If a Florida child is placed in a residential facility, institution, or group home in another state, it will be the responsibility of the sending agency to make the necessary arrangements to obtain reports of supervision/progress on the child directly from the professional staff of the facility or home, as most states, like Florida, do not supervise child placements in licensed facilities or licensed homes. Actual supervision and contacts are the requirement of the sending agency and completed no less than thirty (30) days.

b. Outgoing requests:

- Most common outgoing ICPC requests include regulation 2 and regulation 7.
- ii. The Family Care Manager must obtain all legal documentation and organize the packets per the applicable regulation checklist.
- iii. Court documents must be within the timeframes specified in the respective checklist (i.e., regulation 7 requires the order of compliance be included in the regulation 7 packet which must be submitted to ICPC by three (3) business days of the judge's signature).
- iv. Furthermore, the Family Care Manager Supervisor must submit an attestation statement ensuring that the packet is complete and scanned in the proper order per the checklist and that a quality review of the packet was accomplished.
- v. Family Care Managers should consult with their Supervisor's on any questions related to completing the packet. Kids Central will only take inquiries regarding to packet submission from Case Management Supervisors.

7. Case Transfer Staffing (CTS).

- a. The Dependency Case Manager shall be assigned as secondary to the case at shelter to ensure availability of services.
- b. Initial contact is required within two (2) business days of the case being accepted for supervision at the Case Transfer staffing. The date accepted for supervision is the date of the Case Transfer staffing or the date of the court order, whichever date is earliest per FAC 65C-30.007 (b).
- c. The Family Assessment will be updated at least every ninety (90) days and/or at every critical juncture in the case. The CPI will initiate a Family Functioning Assessment (FFA) and the FCM/ACM will be required to update it within thirty (30) days of case assignment or as ordered by the court; updates will be completed every ninety (90) days or at critical juncture. FCM supervisor will approve within two (2) business days. The case plans will be completed within sixty (60) days of removal of the child, or at least seventy-two (72) hours prior to disposition, whichever occurs first. Local courts may impose stricter factors and the content of the case plan shall consider recommendations in assessments as well as recommendations from a staffing and meetings to include case plan meetings held with the parents. Case plan goals will be time limited and measurable. The Provider must offer diligent assistance to parents, so parents can substantially comply.
- d. Plan of Safe Care The Family Case Manager will be responsible for follow up engagement and monthly contact with Plan of Safe Care provider(s) to ensure on-going communication and assistance with service provision linkage.

8. Daily Caseload Verification.

a. By 12:00 p.m. each business day, every FCM/ACM will use their "My Dash" page in Mindshare or Mindshare Mobile Application to verify the placement location of each child on their case load. If verification is not made by 12:00 p.m., the FCM/ACM will be notified via a system generated email at 1:00 p.m.

- b. If placement discrepancies exist, the FCM/ACM will correct these discrepancies in FSFN for non-licensed placements or notify the Kids Central Placement Department for corrections involving licensed placements.
- c. If placement verification is not made by the FCM/ACM after two (2) days, the FCM/ACM, FCMS/ACMS and Kids Central, Inc. will receive another system generated email reminder, along with one to Kids Central, at 3 p.m.
- d. Kids Central will then escalate the notifications until verification is made.
- 9. Reunification is the preferred permanency and primary goal for a sheltered child. Reuniting a child with family is not dependent on substantial compliance but rather on safety; thus, children may be reunified once safety issues are adequately addressed. Other permanency options must be explored when reunification is unsafe. When reunification does not occur, the secondary goal is Adoption. It is not best practice to close a case permanent guardianship without the goal of Adoption being explored. An agency designee must be contacted and a consult with the family regarding the benefits of Adoption must occur before exploring alternative options. Permanency Staffing must be completed by Kids Central Representative, CMA, CMA Supervisor, and GAL if the goal will change to APPLA.
- 10. The health of children served is of paramount concern and of primary importance. All children are entitled to appropriate medical care. A well check is required within five (5) days of intake, with a complete physical being completed within thirty (30) calendar days. Ongoing health care shall include physical, dental and vision examinations. FSFN will be updated with health care visits within two (2) business days of the visit or within two (2) business days of case assignment from a CPI.
- 11. Behavioral Health Services -behavioral health services shall be provided to children in out-of-home care without delay once the need for such services is identified in a CBHA or other behavioral health evaluation. These services may include, but are not limited to, parent training, individual, family and group therapy, behavior analysis and support, and the provision of psychotropic medications as ordered by the child's prescribing physician. Less invasive treatment interventions should be considered before prescribing psychotropic medication. The child's FCM will ensure that all behavioral health services that are identified in behavioral health assessments or prescribed by a medical or mental health professional have been integrated into the family's dependency case plan and are referred for within seven (7) business days of being identified unless eliminated through litigation or mediation. If all behavioral health services that are identified in behavioral health assessments or prescribed by a medical or mental health professional are not included in the family's dependency case plan, the reason will be documented in the child's case file. In addition, the Provider will be responsible for the implementation of referred and identified services with seven (7) business days of identification. FAC 65C-28.014 and FAC 65C-30.
- 12. Provider is responsible for identifying and completing benefit applications for children and sending through to Kids Central designees. This includes Social Security benefits, benefits through the Agency for Persons with Disabilities (APD), as well as other benefits. All APD applications and inquiries should be directed to APD@kidscentralinc.org. Applications for Social Security benefits should be submitted within forty-five (45) days of assignment. For children placed with relatives or non-relatives, the Provider is responsible to assist caregivers with

- applications for Medicaid, cash benefits, and TANF temporary emergency assistance.
- 13. In accordance with the case plan, the Provider is responsible for timely referral of families to appropriate services such as therapy, in-home counseling, and developmental services, in as close proximity to home as possible, which necessitates maintaining and developing a resource network. Provider shall ensure that each child victim and the family shall receive services based on the case plan. The case plan must meet individual needs and the requirements of Chapter 39, F.S. Provider shall be responsible for implementation, coordination, and oversight of the case plan in conjunction with the family and team members.
- 14. Provider shall participate in developing a working resource network designed to assist children, families, and foster families in obtaining emergency services and providing for basic needs.
- 15. Provider shall interact in a professional manner with other agencies to build relationships and develop necessary services for clients, providing input during client transitions. Provider shall attempt to resolve conflicts arising during such relationships prior to requesting intervention by Kids Central.
- 16. A Permanency Staffing will be held by the Provider in accordance with the Florida Administrative Code and Kids Central Policy & Procedures, 200.212, to prepare for judicial reviews.
- 17. It is the policy of Kids Central, Inc. to expedite permanency for youth in care through innovative thinking and best practice. Permanency Roundtable (PRT) Staffing will provide Kids Central with the opportunity to examine its child welfare system and determine where the greatest need for expediting permanency lies. Children from the targeted population below will be selected on a quarterly basis by the permanency specialist or a CMA representative to be a part of a PRT:
 - a. Youth with an APPLA permanency goal
 - b. Youth who will "age out" in one year
 - c. Youth who have a poor to marginal permanency rating and are under seventeen (17) years old
 - d. Youth who have been in care for more than eighteen (18) months
 - e. The "longest waiting" youth, those who have spent the most time in care
 - f. Youth whose cases are identified by their caseworkers as being "most difficult" or "stuck"
- 18. Provider shall participate in various staffing's, including case transfer, all permanency reviews, separated siblings, therapeutic, MDS (Multi-Disciplinary Staffing), CMS (medical foster homes), and others, as necessary.
- 19. Provider shall serve as an advocate for client's rights and in doing so shall provide on-going support and information to foster parents, birth parents and other team members.
- 20. Provider shall utilize available funds as appropriate and according to Kids Central Policies and Procedures and the Provider's Cost Allocation Plan.
- 21. Provider shall collaborate with Children Legal Services (CLS) and attend all court proceedings regarding assigned cases, ensuring that either the FCM/ACM and/or FCM/ACM Supervisor is present.

- 22. Provider shall prepare and implement case plans, judicial reviews, and other court-related reports as required by statutes or by the courts and attend all judicial hearings in conjunction with team members. The reports shall be fully completed and delivered to the CLS attorney for approval as to legal sufficiency no later than ten (10) business days prior to the time set for delivery to the court and parties in Chapter 39, F.S., or as provided in the court order requiring such report.
- 23. Provider shall develop and maintain concurrent planning with each appropriate case as required in Kids Central Policy 200 series "Permanency and Child Wellbeing".
- 24. Provider shall make all efforts to maintain consistency of FCM/ACM and FCM/ACM Supervisor with assigned families throughout service delivery.
- 25. Provider shall make recommendations, modify family visitation, change permanency goal, reunite the family, reduce number of face-to-face contacts by team, or close the case as appropriate through applicable Kids Central staffing process (i.e., CTS, permanency staffing, termination of parental rights, adoptions, etc.), and report new incidents of abuse/neglect to the Central Abuse Hotline as required by Florida statutes and as established in Kids Central Policies and Procedures.
- 26. At the time of the Termination of Parental Rights (TPR) Advisory hearing, the Provider's Adoption Case Management Unit will be assigned as secondary to the case. The Primary Case Manager and Secondary Adoptions Case Manager will coordinate to ensure that all required case documentation is obtained prior to TPR affirmation. The secondary worker is also responsible for conducting family finding activities, referring the family to Parent Resources for Information Development and Education, (PRIDE), requesting medical documentation needed for an enhanced subsidy request. The secondary worker should also provide pictures for the adoption website, initiate the child study, and initiate the adoption home study if the child is residing with a relative or non-relative interested in adoption. If the child is residing in a licensed foster home, then updates can be completed regarding the family if interested in adoption.
- 27. At the time the Termination of Parental Rights Appeal is affirmed, the Adoption Case Manager will assume primary responsibility within the next business day. The Provider shall coordinate and cooperate with efforts regarding adoptions with the Adoptions Unit to include providing all documents that are required for a case transfer.
- 28. Provider shall submit a written after care plan to include recommendations for after care planning, follow-up services, community supports, outpatient and client referrals to supportive services in order to supplement treatment and counseling. Provider shall maintain contacts with other agencies in the community to ensure the continuity of care on behalf of the clients. Provider shall also intervene in crisis situations, as necessary, and assist Kids Central and other provider staff as needed in crisis situations and/or share appropriate expertise.
- 29. Provider shall coordinate Independent Living/Transition to Adulthood Services and instruction according to Chapter 409, F.S., FAC 65C-28.009, and Kids Central Policy Series 600: "Youth Independent Living". Provider shall ensure that each eligible child has the opportunity to attend and participate in Independent Living activities, skills training, Youth Advisory Board meetings and conferences

by encouraging, supporting, transporting, and integrating Independent Living goals into each eligible child's case plan. While the child is involved in Independent Living services, and under eighteen (18) years of age, his/her responsible for continuing regular visits, FCM/ACM is maintaining correspondence with stakeholders, maintaining awareness of safety and wellbeing issues, being the single point of contact for court action, maintaining regular documentation in case file, attending Independent Living staffing's and providing input, providing case management services and support for youth in fulfillment of transition plan, preparing the child for independence, and making arrangements for child's participation in the Independent Living staffing. The Provider will review, dispute (if necessary) and file credit reports for their children, ages 14-17. with the court on an annual basis

- 30. Family Care Manager Supervisors/Adoption Care Manager Supervisors shall attend the monthly Performance Review Meetings and Quarterly Agency Meetings. The Provider will be required to provide responses to performance data within three (3) business days when in receipt of Performance Data sent out by the Senior Director of Performance and Planning or designee. The Provider shall report on current performance, initiative to improve, and best practices on items Kids Central and/or the Department has identified as areas of concern or needing improvement. During the Quarterly Agency Management Meetings, the Provider's supervisory units that are deficient in performance measures will be required to present their findings and areas of improvement to the Provider's leadership along with Kids Central leadership.
- 31. Providers must perform and document providing Supervisory Guidance utilizing the new Circuit Supervisor Review format, for all cases, and in accordance with the Supervisor Review Procedure established by Kids Central.

32. Education.

- a. The Family Care Manager/Adoption Care Manager must maintain ongoing communication with the child's teachers and guidance counselor, this communication should occur on a monthly basis and be documented in the FSFN case note. The Provider will also be responsible to update the Education tab in FSFN with the child's appropriate educational information including, but not limited to, the school's name, district, grade, start and end dates, and school completion for youth obtaining their diploma/GED.
- b. If a client is struggling academically or behaviorally in school or having difficulties, the Family Care Manager/Adoption Care Manager will make a referral to the Kids Central education program as soon as possible in an effort to be proactive to the client's needs.
- Family Care Managers/Adoption Care Managers must be present at their youths' school meetings which may include but are not limited to IEP meetings, discipline meetings, attendance meetings, or any other meetings related to the youths' school. If the FCM/ACM is not available another FCM/ACM or supervisor should be present at the scheduled school meeting. The FCM/ACM must ensure the school record in FSFN is updated within forty-eight (48) hours of a school change. A child's school information is essential to assist with data exchange and ensuring children receive free and reduced lunch.

- d. If the child's case continues to have parental right intact and contact is allowed in the case, the child's parents must be present or be given the option to be present during school meetings along with the child's Family Care Manager/Adoption Care Manager and has the rights to sign school documents when they are presented.
- e. The Family Care Manager/Adoptions Care Managers are unable to sign consents for educational testing or other matters related to exceptional education. Parents have the responsibility of signing for educational testing. In the case of TPR or the parents are deemed unable to sign for educational testing, and the current caregiver does not have authority under federal/state regulations, a surrogate parent may be assigned either by the child's school or through the court.
- f. Children in foster care should remain in their schools of origin under Every Student Succeeds Act of 2015, ESSA, unless it is determined to not be in their best interest at the ESSA staffing or conference call. Until the ESSA staffing or conference call is held, the child will continue to be transported to the school of origin by the case management agency, unless there in another party to transport the child such as the caregiver.
- g. The Family Care Manager/Adoptions Care Manager will send an ESSA Placement form to the Kids Central Education Department via email at Education@kidscentralinc.org within twelve (12) hours of a removal/placement move or no later than 4 p.m. of next business day. The Family Care Manager/Adoptions Care Manager will be responsible for notifying the parents and caregivers or foster parents, of the ESSA staffing once it has been scheduled.
- 33. Provider shall maintain effective contact and communication with Kids Central, the Guardian ad Litem Program, dependency court, and all other persons or agencies necessary to assure an efficient coordinated provision of services and supports on all cases. Provider also agrees to coordinate with any law enforcement agency that is providing protective investigation services to ensure a comprehensive child protection delivery system.
- 34. Provider shall, when applicable, coordinate medical foster care activities with the Department of Health Children's Medical Services. Additionally, Provider agrees to coordinate with the Child Protection Teams, and Sexual Abuse Treatment Teams and the Agency for Health Care Administration.
- 35. Provider shall utilize tools established by Kids Central to support consistency in child safety and family assessments, home studies, case planning, and placement/ permanency decisions.
- 36. Provider shall adhere to Kids Central Policy 107 "Child's Resource Record (CRR)." The CRR is provided at the time of placement via hard copy (Blue Book) to non-licensed caregivers and electronically via Mindshare to foster parents, group homes, or emergency shelters residing within Circuit 5. The CRR/ Mindshare shall contain the Shelter Order, birth verification and a recent picture. Case plans, judicial reviews, predisposition summary, and the child's social security number will also be added as acquired. Sign in sheets, medical (including dental and vision) and mental health records, and child's religious preference will be documented; all parties allowed/not allowed to visit with the

- child and/or the duration of the ordered visits. Documentation of all medications, dosages, and signed medical order on psychotropic medications from the Court will be included. E-mail addresses and cell phone numbers of the FCM/ACM and FCM/ACM Supervisor will be added to the CRR/ Mindshare at or immediately after the first face-to-face contact.
- 37. Psychotropic Medications. It is the responsibility of the Provider to comply with Kids Central Policy 109 "Medical Treatment and Medication Management" regarding obtaining court orders and/or parental consents for all prescribed psychotropic medications and to ensure that the information is timely entered into the FSFN system.
- 38. Coordinate services to ensure that children have access to needed services, such as dental, medical, therapeutic, and educational services, and extracurricular activities. Coordinate access to, as referred by Kids Central Utilization Management, therapeutic services as determined by the clinical assessment.
- 39. Provider shall coordinate and arrange a child's transportation to appointments, such as medical, dental, counseling, court, and visitation with the child's caregiver. Additionally, Provider will make every reasonable effort to accommodate the transportation needs of the clients due to varied interests and activities, case plan specifics, to include school drop-off and pick-up if required due to placement related concerns. Vehicles used by staff to transport children shall be maintained and operated in safe condition, and in conformity with appropriate motor vehicle laws.
- 40. Provider shall ensure that when children have been declared dependent by the Court, unless a court order provides to the contrary, parents have, in addition to the rights afforded by Chapter 39, F.S., the right to consent to:
 - a. Medical care and/or treatment, except for routine medical treatment where the parent or legal guardian is not available.
 - b. Individual Education Plans (IEP).
 - c. Taking driver education classes.
 - d. Acquisition of driver's license.
 - e. Enlistment in armed forces.
 - f. Marriage; and,
 - g. Surrender of parental rights.
- 41. Provider shall implement a Family Finding Plan that will result in the integrated practice of Family Finding. This plan shall include Family Finding initiation within three (3) days of the child entering out-of-home licensed care. This plan shall also include a quarterly summary of Family Finding efforts that will be filed with the court and updated in FSFN and the attendance of FCM supervisors or designated staff to Family Finding Training. Kids Central will facilitate agency specific meetings with the program administration and Family Finding staff as needed.

42. Provider is responsible for providing direct case management services to children, birth families, and relatives, other concerned parties and foster families in the home setting, community, daycare, preschool, and/or school to ensure they receive services appropriate to their needs and continuity of care focused on resolving or preventing the issues of child abuse or neglect.

43. Reunification.

- a. Families who are approaching reunification and have begun unsupervised and/or overnight visits should be considered for Intensive Reunification Services (IRP) unless the family resides out of circuit. The Provider will need to contact Kids Central Utilization Management for consideration of payment arrangements for out circuit services.
- **b.** The IRP Provider will conduct services during family visits in order to provide feedback and recommendations to the family's FCM to be used at the family's final reunification staffing.
- c. The case must remain open to case management for the duration of the IRP or other in-home services assigned to the family during the reunification process.
- **d.** Prior to the family's IRP closure, the family shall receive a Reunification Family Team Conference. The FCM shall be responsible for requesting that the family's case plan reflects the requirement of this service.
- e. For school aged children being reunified, an ESSA staffing is needed if the children are being reunified in a different school zone and will need to change schools. The case manager will assure parent participation in this ESSA staffing in preparation for reunification.

44. Separated Siblings.

- a. As amended by SB 1666, The Provider shall make every possible effort, when two or more children who are in the care or under the supervision of the department are siblings, to place the siblings in the same home; in the event of permanent placement of the siblings place them in the same adoptive home or, if the siblings are separated while under the care or supervision of the department or in a permanent placement, to them in contact with each other.
- b. No later than the fifteenth (15th) of the month for every sibling group, the Provider's POC will submit **Exhibit T** Separated Siblings Tracking Log to Separated.Sibling@kidscentralinc.org
- c. On a quarterly basis, Kids Central POC will request a Separated Siblings Staffing on each sibling group separated by emailing <u>Exhibit U</u> Sibling Separation Staffing Form and/or Exhibit V Out of Home Sibling Placement Staffing Form to <u>Separated.Sibling@kidscentralinc.org</u>. A face-to-face

- meeting will be scheduled within five (5) business days of the request and the POC will also ensure coordination and participation by the sibling groups' FCM/ACM and FCMS/ACMS. With collaboration of all parties in attendance, a Separated Siblings Action Plan, **Exhibit W**, will be completed and a copy provided to all parties by the Kids Central representative within **one (1) business day** of the staffing.
- d. The Provider will explore alternative means of meeting separated sibling visitation requirements to include all technological means available, such as video chat, Face Time, Skype. The Provider shall also seek to modify court order to reflect appropriate and reasonable visit schedules. At least Quarterly, visits between separated siblings need to be observed and documented by family care managers/visitation staff.
- 45. Level of Care Meeting (LOC). When a need has been identified to need a higher level of care, the CM will submit an LOC packet within seven (7) business days. Any additional information requested will be submitted within one (1) business day of request. The Kids Central Children's Mental Health Specialist, or designee, will conduct a Level of Care (LOC) staffing within seven (7) business days. Any recommendations or referrals provided through the LOC Staffing should be made within two (2) business days. The Provider must follow up with the Children's Mental Health Specialist as to the status of recommendations being put in place. The Provider shall ensure that the assigned FCM/ACM or designee actively participates in the discussion by providing information regarding the child's permanency goals, family connections, current services, etc. as well as completing a checklist of all pertinent documents related to the level of care of the child for the meeting
- 46. Kids Stepping Down. On a bi-monthly basis (face to face and telephonic), or as scheduled by Kids Central, the Provider will participate in a Kids Stepping Down meeting. The purpose of the meeting is to discuss children currently placed in higher level licensed care placement and discuss children at varied intervals within the dependency system to identify actions needed to safely expedite permanency goals. The Provider shall ensure that the assigned FCM or designee actively participates in the discussion by providing information regarding the child's permanency goals, family connections, current services, etc.

47. Exit Interviews.

- a. For all children being discharged from licensed placement after thirty (30) or more days in residence, the Provider shall ensure that an "Exit Interview", Exhibit J-1 or Exhibit J-2 is completed accurately within five (5) calendar days as per Kids Central Policy 126, "Exit Interviews for children in Shelter/Foster Care", and submitted within seven (7) calendar days to exitinterview@kidscentralinc.org. An Exit Interview is considered "submitted or received timely", when all requested corrections/revisions have been completed and the form received by Kids Central within the required time frame.
- b. The FCM/ACM shall ensure the Exit Interview is completed in sufficient detail to adequately report the conditions of the child's out-of-home placement experience, both positive and negative.

- i. The Exit Interview is required to take place, face to face with the child. In those instances, where face to face is not possible, an explanation must be included on the form.
- ii. All Exit Interviews must be scanned into FSFN.
- iii. The FCM/ACM shall include in the "Face to Face Observations" section, items such as child's demeanor, reactions, and overall well-being, etc. The FCM/ACM's observations should include the FCM/ACM's opinion, based upon personal knowledge of the child, as to the validity of any negative or potential safety concerns, and what actions the FCM/ACM believes to be appropriate in response to such concerns, including those actions taken by the FCM/ACM as follow-up to the exit interview process.
- iv. The interviewer must follow-up on questions or activities resulting from negative or potential safety concerns voiced by the client during the exit interview process.
- v. All outstanding Exit Interview forms must be submitted no later than the fifteenth (15) of the following month.
- 48. The FCM/ACM shall complete a full inventory of the child's personal possessions, preferably, prior to the child exiting the placement. The Inventory Checklist must be utilized and must document items that have been secured as well as those that the child reports are missing. For items identified as missing, the FCM/ACM must follow up, within five (5) calendar days in an effort to inquire/account for the items.

49. Best Practices Visitation Program.

- a. Provider's Case Management staff will assess each case for appropriate referral to the **Best Practice Visitation Program** and in facilitation of all visitations for clients referred to this program, visitation staff monitor, guide and direct visits, and document interaction of the family during visits.
- b. Unless prohibited by the Court, the child shall be provided with regular opportunities to visit parents, siblings, relatives, or other persons with whom the Court has approved visitation. The Best Practice Visitation staff will facilitate visitations for all families determined eligible. Explanations for any denial of visitation must be approved by the court system and documented by the Provider in writing to the Court. The case file shall reflect the denial, the explanation and date of Court notification.
- c. In the cases of separated siblings, the Provider's visitation staff should be observing siblings visits as specified in the court order.

50. Adoption Services.

- a. **Maintain Standards**. Provider shall maintain established standards in accordance with Kids Central Policies, as well as the Quality Management Program for Adoption Services activities.
- b. Ensure that children and families are provided with a primary Family Care Manager/Adoption Care Manager throughout the continuum of care.
- c. Provider will abide by the provisions of Chapter 65C-16, F.A.C

- d. Participate in Adoption Review Committee (ARC), permanency, utilization management, and community-based staffing Adoption Care Manager will submit the Adoption Review Committee Packet to the Kids Central Adoption Coordinator fourteen (14) days prior to the Adoption Review Committee meeting.
- e. Prepare reports and documents required for court proceedings to allow for supervisory review and approval. These documents shall be fully completed and delivered to the Child Legal Services Provider at least ten (10) business days before the hearing and/or filing, meeting statutory requirements
- f. Provider shall serve as an advocate for client's rights and collaborate with Children Legal Services (CLS) and attend all court proceedings regarding assigned cases, ensuring that either the ACM and/or ACM Supervisor is present
- g. Monitor and review each case plan through monthly documented supervision with team members and properly file changes in the case plan in advance with the court and Child Legal Services Provider.
- h. The Provider shall ensure all children, free for adoption, will be reviewed and matched with the most appropriate family that is in the best interest of the child and who can meet the needs of the child. The initial consideration will be given to relatives prior to the recruitment of non-relatives. If, after a thorough and intensive search, using the Family Finding methods, no relative can be identified, the FCM/ACM will provide documentation to the Adoption Coordinator of all documented efforts to locate relatives. The FCM/ACM will provide at least three (3) families of interest and a Match Staffing will be held to determine the best match for the child and family. The FCM/ACM will recruit for the entire sibling group and not as an individual child, unless a Separation of sibling staff has been held and approved by a Kids Central, Inc. representative or designee.
- i. Ensure that each child shall receive services based on their case plan and/or treatment plan. The clinically indicated case plan and/or treatment plan must meet their individual needs and the requirements of Chapter 39, F.S. Provider shall be responsible for implementation, coordination, and oversight of case plans in conjunction with the family and team members.
- j. Coordinate activities and communication with the Child Legal Services, the Department's Protective Investigations Program, and by law enforcement agency for the legal aspects of the services under this Standard Subcontract.
- k. Adoption Recruitment Activities -

The Provider will work with the staff within Kids Central's Out-of-Home, Family Preservations and Community Development Departments on Adoption Recruitment events by providing updated information on children within the Adoption system. Updated information to include but is not limited to updated photos, etc. The Provider will submit requested information/documents to requesting Kids Central Department designee within forty-eight (48) hours of the request.

c. The Provider will also be required to attend one (1) Kids Central Adoption Recruitment event per quarter in order to feature available children.

d. Adoption Exchange.

- i. Upon acceptance of case, all children will be added to the Adoption Exchange within fifteen (15) calendar days of the TPR order. If information cannot be placed on these websites in a timely manner, the explanation shall be documented in FSFN on a weekly basis until the website is updated.
- ii. Sibling groups must be listed on the Adoption Exchange and any other websites used, as being a part of a sibling group unless a separated sibling adoption has been approved by Kids Central.

e. Adoption Finalization.

- i. Within twenty-fours (24) hours of court finalization, the Provider shall submit the Petition for Adoption and Adoption Finalization Order to the Kids Central Post Adoption Support Liaison.
- ii. Provider shall notify Kids Central Eligibility Department prior to closing a case and enter the case closing into FSFN as directed by Kids Central.
- iii. The ACM shall close the case within ten (10) business days of receipt of case closure approval from Eligibility.
- f. **Post Adoption Support.** The Provider shall coordinate with the Kids Central Post Adoption Support staff member to ensure timely contact is made with the adoptive family.
- g. Adoption Subsidy File. The Adoption Care Manager will submit the Adoption Subsidy File to the Kids Central Adoption Coordinator no less than fourteen (14) days before the court hearing for finalization. All documentation required for subsidy approval is to be present in the file at submission. The Provider will coordinate with the Kids Central Adoption Coordinator the items required in the subsidy file.

H. Provider Case Specific Activities.

 Maintain Standards. Provider shall maintain established standards in accordance with Kids Central Policies and Procedures, as well as the Quality Improvement Program for case management/adoption case management activities.

2. Notice of Case Closing.

- a. Provider shall notify Kids Central Eligibility Department prior to closing a case and enter case closing into FSFN as directed by Kids Central.
- b. The FCM/ACM shall close the case within ten (10) business days of receipt of case closure approval from Eligibility.
- Reopening a Case. When the decision is being made to reopen a previously closed dependency case the Provider shall adhere to direction provided by the court and perform tasks accordingly.

I. Provider Special Provisions.

- Operating Capital Plan. The Provider shall maintain a plan to ensure access to operating capital for thirty (30) days, in the event payment to the Provider is interrupted for reasons beyond the Provider's control or in an emergency, for continuity of operations. This plan shall not include funds received from Kids Central under this Agreement.
- 2. **Regulatory Compliance.** The Provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that will affect the subject areas of this Agreement.
- 3. Transportation Services. The Provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation of Disadvantaged, if public funds provided under this Agreement would be used to transport clients and Kids Central Policy 1014, including but not limited to the following restrictions:
 - a. All drivers must have a valid State of Florida driver's license, a copy of which shall be maintained in the individual's personnel file.
 - b. Provider shall conduct driving record and insurance checks on all employees who transport clients at time of hire, and once a year at a minimum, and maintain copies of these documents in the individual's personnel file.
 - c. Provider shall ensure that vehicles used by staff to transport children are maintained and operated in safe condition and in conformity with all applicable motor vehicle laws.
 - d. The number of people in a vehicle used to transport clients shall not exceed the number of available seats; children shall be restrained by a safety belt or by a child restraining device when being transported in a motor vehicle in accordance with Chapter 316, F.S.
 - e. Provider shall make its services accessible to its client population and provide for accessibility of the services to handicapped persons.
 - f. All vehicles used to transport six (6) or more children shall be equipped with a first aid kit.

4. Revenue Maximization.

- a. Providers shall supply to the Kids Central Eligibility Department all applicable items necessary to complete client eligibility applications in a timely manner to ensure the maximization of federal funding.
- b. Within twenty-four (24) hours of placement change, the Provider shall submit the appropriate TANF forms to the Kids Central Eligibility Department. This does not apply to clients placed in residential and shelter facilities. The Provider shall act in accordance with the most current state plan for Title VI-E funding, when applicable.
- c. The Provider shall provide all necessary documentation to the Kids Central Eligibility Specialist to ensure compliance with the Social Security Act: Title IV-B, Title IV-E Social Services Block Grant (SSBG), Title XIX (Medicaid), and TANF requirements.
- d. The Provider shall ensure that the initial signed and dated shelter petitions and court orders, motions, orders of modification of placement, and any

subsequent signed and dated judicial reviews, contain the appropriate language (Contrary to the Welfare and Reasonable Efforts). Copies of these documents shall be forwarded to Kids Central Eligibility Department *immediately* upon receipt.

5. Leasing.

- a. Any private lease agreement negotiated by the Provider shall include a provision that affords Kids Central an opportunity to assume the Provider's leased space should the Provider default on its Standard Subcontract with Kids Central or be terminated for cause. The provision must grant Kids Central a minimum period of ninety (90) days during which Kids Central can make the determination of whether to assume the Provider's leased space.
- b. The Provider agrees that any facility used in the provision of services pursuant to this Standard Subcontract shall comply with state and local fire and health codes, Americans with Disabilities Act standards, and all other codes that would apply if space so utilized were owned or leased by the state.

6. Travel.

- a. Provider shall be responsible for organizing and funding travel arrangements made on behalf of their clients for Family Finding and Reunification visits.
- b. Provider shall be responsible for organizing Home for the Holidays travel arrangements on behalf of their clients and requesting funding from Kids Central. Home for the Holidays travel requests will not be approved if received by the Kids Central Utilization Management Department within seven (7) days of the expected travel date.
- 7. **Preferred Providers.** Kids Central has established a list of preferred service providers. These providers have demonstrated capacity and proficiency and Kids Central has approved them as a Provider, eligible to provide services to our clients.
 - a. The Provider's FCM/ACM shall refer clients only to those Providers on the Community Resource list. Should the FCM/ACM determine that a client needs services not on the list or use of a Provider not on the list, the FCM/ACM shall not refer the client prior to approval from the Kids Central Chief of Operations.
 - b. Prior to developing a new program that will be offered to Kids Central clients or a program that could potentially conflict with an existing program, the Provider shall request a meeting with the Kids Central Chief of Operations to discuss the necessity and intent of the new program.

J. Deliverables.

1. Service Units.

- a. For case management/adoption case management activities, a service unit shall consist of one staff day of case management/adoption case management services which includes all Provider responsibilities specified in this Standard Subcontract in a manner acceptable to Kids Central.
- b. Case Management For purposes of contract fund allocation, a case management unit will be considered to consist of the positions identified in the approved current Budget Workbook as 94 positions. Kids Central will fund positions under this Agreement as outlined in Section 4 below.

- c. For purposes of contract fund allocation, the **Best Practice Visitation Program** will consist of two (2) direct care/support positions identified as

 <u>Visitation Coaches</u> on the approved Budget Workbook.
- 2. **Reports**. The reports identified shall be completed and submitted by the Provider in accordance with <u>Attachment II</u>, "Required Reports". Kids Central shall notify the Provider in writing of any changes to format or submission requirements.

3. Documentation and Utilization.

- a. Case Management/Adoption Case Management Services. Shall be provided to all clients referred to the Provider.
 - Provider shall completely document the provision of case management services to each client in the case management files and Kids Central data management software, including FSFN.
 - ii. <u>Client Record</u> shall include, but is not limited to:
 - a) Child information, including child's name, address, social security number, fingerprints, photographs, gender, race, religion, the child's birth date and place of birth.
 - b) Other Persons Significant to the Child, including the name, address, and telephone number of the parent or guardian, siblings, grandparents, Guardian-Ad-Litem (GAL) or Attorney-Ad-Litem, and any other person significant to the child.
 - c) Social History: a social history of the child, his/her family and other significant persons necessary to the child's case plan.
 - d) Legal Documents: copies of legal documents relating to the child, such as birth certificate, custody papers, citizenship documentation, and a copy of the most current court order.
 - e) Admission: date of admission and source of referral.
 - f) Education: education records and reports, vocational exploration, training, and employment records, if applicable.
 - g) Medical: medical information obtained at admission, medical history, cumulative health records, treatment and clinical records and progress reports, any psychological and psychiatric reports including the Comprehensive Behavioral Health Assessment (CBHA); physician's name(s), address(es) and telephone number(s); list of current medication(s) with instructions and dosage(s).
 - h) Events: records of special or critical incidents in the child's life.
- b. **Case Documents**. Individual Case Plan, including review and revisions reflecting the child's goal achievements; the Release(s) of Information; the chronological notes documenting contact(s) and/or service(s) provided; and the Aftercare Summary, if applicable.

c. Florida Safe Families Network (FSFN).

a) Provider shall input and update all required case management information into Florida Safe Families Network (FSFN).

- b) All required case management/adoption case management information must be entered into the FSFN data information system within two (2) business days of receipt of information.
- c) Provider shall correct all errors indicated on the AFCARS Error Report on a weekly basis. This report is included in the weekly exceptions provided by Kids Central, Inc.
- d) Compliance with this reporting system for all elements within Provider's ability to control shall be no less than 90%.
- e) Updated information from FSFN will be used to report the number of active primary cases as well as the number of children served. Case files shall not be removed from the active file list until complete paperwork for closure is in the file. The Provider shall not close cases if other contracted service providers are in the home serving the case. Once the additional services are completed, the Provider will be able to close the case.

d. *Client Information*. Shall be entered within two (2) business days into FSFN:

- a) Services Provided: The narrative information will include services provided, face-to-face contacts with the child and family members, including siblings, and the location of service provision.
- b) Case Assignments: FCM/ACM case assignments shall be entered in FSFN and updated with changes/additions in assignments as they occur.
- c) Legal Status: The dates of legal status occurrences, including Judicial Reviews (JR's) shall be entered and monitored in FSFN. The FCM/ACM will be responsible for notifying and assisting CLS with information related to the case.
- d) Placements: Work with the Kids Central Placement Department to ensure they have the correct placement information for all children in licensed care in order to update FSFN. Provider is responsible for entering placement information in FSFN for all children not in licensed care.
- e) Case Goals: The goals (primary, secondary, and tertiary) shall be entered into FSFN and updated as necessary. The FCM/ACM will be responsible for notifying and assisting CLS with information related to the case.
- f) Other information: Other information requested by Kids Central and/or the Department shall be entered into FSFN, as required.
- g) Each coaching visit that is part of the **Best Practice Visitation Program** will be documented and provided to the referring case management staff for documentation in FSFN.
- e. Any important or potentially high-risk concerns should be documented by the Provider and brought to the attention of Kids Central leadership, including, at a minimum, the Kids Central Chief Operations Officer, and Kids Central Contracts Manager, and in accordance with all applicable confidentiality rules.

f. Provider shall ensure all changes of placements, legal events, case happenings, etc. are documented in FSFN chronological notes on an ongoing basis within two (2) business days of the event or change.

K. Performance Specifications.

- 1. The Provider shall be required to meet performance measures listed in <u>Attachment IV</u>. The term "performance measure" refers to the numerical level of achievement stated as a percentage, ratio, or count. The Provider 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 that the measures in <u>Attachment IV</u> are the only measures for which the Provider shall be responsible. Kids Central 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.
- 3. Financial Consequences for Provider's Failure to Perform. If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, Kids Central will apply financial consequences provided for in Article V: Program and Quality Management. The parties agree that the penalties provided for under Article V: Program and Quality Management hereof constitute financial consequences under sections 287.058(1) (h) and 215.971(1) (c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Article V: Program and Quality Management and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Article VII: Method of Payment, to the extent of such error.
- 4. If the Provider fails to meet the performance measures, Kids Central, at its exclusive option, may require the Provider's submission of a Corrective Action Plan (CAP) and allow up to six (6) months for the Provider to achieve compliance with the measures. If performance deficiencies are not resolved to the satisfaction of Kids Central within the prescribed time, and if no extenuating circumstances can be demonstrated by the Provider to Kids Central's satisfaction, Kids Central must cancel this Contract with the Provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of Kids Central.
- 5. Should Kids Central be issued a Corrective Action Plan (CAP) by the Department, the Provider shall submit a CAP for the performance measures their Agency is responsible to improve. Provider is required to provide monthly reports on their action items identified in the Plan. Initiatives/Tasks will be reviewed on a quarterly basis and will be adjusted if no performance is realized during this period. The

Provider will also report quarterly on items that have been identified on the CAP but have been removed due to performance improvement. Provider will participate on the scheduled CAP call and monthly Data Call. The reports should be submitted to CMASPOC@kidscentralinc.org. CAP Data is due to Kids Central by the 10th calendar day.

- 6. The Provider will be provided with CBC and Contract Measures monthly. As requested, the Provider will develop and implement a Performance Improvement Plan for those areas where performance is deficient. Additionally, if Kids Central has a measure on its Balance Scorecard that relies on the performance of its Provider, the Provider will communicate the initiatives/tasks to ensure performance targets are met. As requested, all reports should be submitted to the KCICMALEADERSHIP@kidscentralinc.org email address.
- 7. Provider agrees to participate in the Balanced Score Card initiative and will endeavor to attain the goals and targets established by Kids Central.

L. Quality Management

- 1. Provider shall submit all Program related Policy and Procedures annually and as they are updated to Kids Central for review.
- 2. The Provider shall maintain knowledge of the Department of Children and Families Accountability Metrics and requirements related to performance outcomes and quality.
- 3. The Provider shall have a quality management process in place and will participate fully in the Kids Central quality management process and activities to include collaboration on the annual Kids Central Quality Management Plan. Kids Central will provide technical assistance to Provider, as needed, in implementing quality management programs and activities required.
- 4. Kids Central Quality Management Department shall serve as the lead for case file reviews and/or may enlist the participation of Provider's Quality Management staff to review client cases or other areas under review in accordance with the approved Kids Central Quality Management Plan.
- 5. Kids Central reserves the right to enhance or change policies, processes and/or procedures as needed to ensure high quality services, in line with The Department's requirements, best practices and evidence-based processes.
- 6. Provider shall participate in Kids Central and/or other requested Quality Management activities. The quality management activities described herein are not an exhaustive description.
- 7. Quality Management Activities are grouped under five (5) broad headings:
 - a. Ongoing and no less than monthly Analysis of Outcome and Performance Data
 - b. Ongoing and no less than quarterly Case File Reviews as identified in the Kids Central Quality Management Plan or as requested by Kids Central, the state, or federal requirements.
 - c. Performance Improvement Plans
 - d. Customer Satisfaction Surveys
 - e. Compliance Monitoring and Investigations
- 8. Information reviewed by the Provider ongoing for quality and compliance includes but is not limited to:

- a. Peer review of records for quality and compliance with policy, performance standards and accountability requirements.
- b. Incidents, accidents, and consumer grievances.
- c. Consumer satisfaction information.
- d. Outcome and performance data information.
- e. Safety and risk management issues; and
- f. Florida Safe Families Network data integrity and case file information.
- 9. Information reviewed by the Kids Central Quality Management Department on a regular basis includes but is not limited to:
 - a. Incidents, accidents, and consumer grievances.
 - b. Consumer satisfaction information.
 - c. Outcome and performance data information.
 - d. Safety and risk management policy issues; and
 - e. Florida Safe Families Network data integrity and case file information.
- 10. The Quality Management staff performs the following essential functions:
 - a. Data collection and measurement.
 - b. Evaluation of quality, analysis, and reporting.
 - c. Consultation/facilitation/training.
 - d. Monitoring; and,
 - e. System/process evaluation and development.
 - f. Policy/process review.

M. Continuous Quality Improvement.

- 1. Cases are identified for review by the Kids Central Quality Management Department using either random sampling methodology or the Department issued parameters. Kids Central Quality Management may conduct a review of specialized or focused populations or program areas such as quality visits or safety planning. Analysis of data and resulting compliance reports, which include both summary and detailed data, will be provided by the Provider on a semi-annual basis or as requested.
- 2. The Provider is required to implement and maintain peer record review procedures to ensure and improve quality and compliance with federal and state guidelines, making certain that personnel do not review cases in which they have been directly involved. Provider will develop, implement, and maintain a case record review tool and process, which will be approved by the Kids Central Quality Management to ensure alignment with requirements. Results of Peer Record reviews may be requested by Kids Central.
- 3. Data gathered through quality improvement reviews is used to monitor, evaluate, and improve the system of care, identify opportunities for improving quality, establish initiatives to accomplish agreed upon improvements and monitor resolution of problems. These activities may require a cooperative effort involving the Kids Central Quality Management Department, Contracts Management, Provider agencies, and stakeholders.
- 4. Provider will employ a Quality Assurance Specialist that assists the Kids Central Quality Management Department with reviews and other projects requiring their participation. The Provider's Quality Assurance Specialist shall participate in trainings/meeting or other related activities, as requested.

- 5. Within thirty (30) days of the completion of a Kids Central Quality Management Review, the Quality Management Department will provide a results/finding report to the Provider. An Exit meeting will be held within fifteen (15) days of report receipt. If corrections are needed as a result of the Exit meeting, the Quality Management Department will issue a final report within seven (7) days, following the Exit meeting. If requested, the Provider will submit a Corrective Action Plan to address any deficit areas within fifteen (15) days of the Exit meeting or receipt of the final report, whichever is later.
- 6. The Provider will be required to submit to Kids Central Quality Management the results/findings of any internal peer or other reviews within thirty (30) days of completion of the review or as requested.
- 7. Safety concerns identified by Kids Central Quality Management or by the Department of Children and Families must be addressed and completed as outlined in Kids Central policy #307 or as required by The Department. The Provider shall monitor Safety Plans and respond/resolve alerts that are prompted by the Mindshare electronic technology system and are related to safety and/or concerns identified during an Automated Accountability Response Case Review (AARRT).
- 8. The Provider must submit a written plan of how they will ensure timely response to and resolution of immediate child safety concerns identified during case reviews completed by the Department and/or Kids Central.

N. Contract Monitoring.

- The Kids Central Contracts Department will conduct administrative monitoring once every three years if the provider is accredited by the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation of Children and Family Services. Programs not accredited by the stated entities stated may be monitored at a minimum once a year.
- 2. Along with an annual comparison review of the Provider's staff payroll journals to the approved budget, the Kids Central Finance Department will conduct periodic, random financial testing utilizing the Provider's monthly invoices, general ledger submission and/or expenditure reports. Shall discrepancies surface or further documentation be needed; the Provider may be requested to submit documentation regarding specific items.
- 3. The Kids Central Utilization Management Department may conduct a contract compliance review if compliance issues are identified.
- 4. Within thirty (30) days of a scheduled monitoring, the department conducting the monitoring will send the Provider the tools that will be used during that visit. Within thirty (30) days of the monitoring completion, the monitoring department will provide a results/finding report to the Provider. An Exit Interview meeting will be held within fifteen (15) days of report receipt. If corrections are needed as a result of the Exit Interview, the monitoring department will issue a final report within seven (7) days, following the Exit Interview meeting. If requested, the Provider will submit a Corrective Action Plan to address the deficit areas within fifteen (15) days of the Exit Interview meeting or final report, whichever is later. This process does not apply to the Finance Department's monthly financial testing.

SECTION 3: KIDS CENTRAL RESPONSIBILITIES

A. Provider Assistance

- 1. Kids Central shall be available to Provider for technical assistance as needed or required by this Standard Subcontract.
- 2. Kids Central shall make available to the Provider electronic copies of all applicable Kids Central Policies and Procedures.
- 3. Kids Central shall make available to the Provider all forms and other referenced documents in this Standard Subcontract initially and upon Provider request.
- 4. Kids Central will be available twenty-four (24) hours a day, seven (7) days a week for emergency purposes. The telephone number to call during normal business hours is (352) 873-6332; after hours and on weekends the number to call is (352) 873-8323.
- 5. Kids Central shall maintain a centralized Intake and Placement function.
- 6. Kids Central shall designate a Contracts Manager, whose duties shall be to:
 - a. Liaison with the Provider.
 - b. Coordinate and approve all work under this Agreement.
 - c. Assure Provider offers consistent quality performance.
 - d. Review for approval payment for all invoices and reimbursement requests.
 - e. Provide technical assistance regarding contract compliance as indicated.
- 7. Kids Central shall take the lead in coordinating case management client and family case assignments to all entities providing child welfare case management services.
- 8. Kids Central shall make determinations regarding the Standard Subcontract and client outcome measures. Final determination of the adequacy of the Provider's Corrective Action Plan (if required) as a result of monitoring conducted by Kids Central, or its designee, rests solely with Kids Central.
- 9. Kids Central shall monitor on a monthly basis the number of children for which the Provider supplies case management services.
- 10. Kids Central shall have the final say in determining satisfactory completion of the activities required in this Standard Subcontract.
- **B. Program Assistance.** Kids Central shall employ operations staff to provide technical assistance to Provider's case management staff.
- **C. Emergency Response.** Kids Central will be available twenty-four (24) hours a day, seven (7) days a week for emergency purposes. The number to be called during working hours is (352) 873-6332, and after hours (352) 873-8323.

SECTION 4: METHOD OF PAYMENT

A. Unit Cost Method of Payment

1. Under this agreement, the Provider will be paid using three (3) different payment methods.

- a. **Other Expenses**. For authorized budgeted expenses under the following categories, Staff Travel, Vehicle, Telephone, Insurance, Occupancy, Personnel Recruitment/Training, Equipment Lease, Office Expenses, Program Expenses, Professional Fees, Meetings and Conferences, Direct Client Assistance, and Administrative Costs, the Provider shall not bill Kids Central more than \$xxxxx.
- b. **Salary and Benefits Expenses.** For authorized budgeted expenses under the following categories, Salaries/Wages, and Benefits, the Provider shall not bill Kids Central more than **\$xxx**.
- c. **Overtime.** The Provider will be reimbursed monthly for overtime related to the Family Care Manager positions not to exceed **\$XXXX** total for this agreement.
- 2. **Other Expenses.** By the 10th business day of each month, the Provider will submit an invoice equal to the monthly amount stated on **Attachment III**, Payment Schedule, Other Expenses, along with the previous month's Expense and General Ledger Reports for review by the Kids Central Finance Department. During the contract period, the Provider shall not bill more than **\$TBD** for Other Expenses. Review of these expenses will occur on a monthly basis; monitoring and testing will occur on an annual basis during the formal Financial Contract Review.
- 3. **Salary and Benefits Expenses.** Using the Personnel Detail Report, **Exhibit H**, the Provider will complete a daily count of the total authorized *Full Time Equivalent* (FTE) case management positions paid for that day. The Provider shall not bill Kids Central more than **94** positions or for any position that is not an approved position title on the approved budget. The number of FTEs billed for the month will then be multiplied by the number of days in the month multiplied by the Daily Unit Cost of **\$TBD** to determine the monthly **Salary and Benefits Expenses** payment amount. The Payment Schedule, Attachment III, defines the maximum billable staff days per month. Kids Central will not pay more than **\$TBD** for Salary and Benefits Expenses during this contract period. Review of these expenses will occur on a monthly basis; monitoring and testing will occur on an annual basis during the formal Financial Contract Review.
- 4. Overtime. Overtime will be reimbursed monthly for Family Care Manager staff. Using the Exhibit H-1, Overtime Reimbursement, The Provider will submit the accumulated overtime to the Contracts Manager along with the payroll verification for the same month. Overtime is to be limited and managed by the Provider and will not exceed the stated contract total. The Contracts Manager will reconcile the totals reported each month and report any potential overage to the Provider and Kids Central leadership; monitoring and testing will be conducted by the Kids Central Finance Department.
- 5. Personnel Termination Expenses. For staff that have been terminated during the month and in accordance with the Provider's Personnel Policy, have earned leave pay, the Provider shall use Personnel Termination Detail Report, Exhibit H-1 to document time that was paid to the terminated employee. The number of leave pay days paid to the terminated employee will be multiplied by the Daily Unit Cost of \$TBD to determine the monthly Personnel Termination Salary and Benefits Expenses payment amount. The Provider shall not bill Kids Central more than 120 number of hours per terminated employee. Personnel Termination Expenses will be deducted against the contract's maximum amount of compensation of \$TBD. Review of these expenses will occur on a monthly basis; monitoring and testing

- will occur on an annual basis during the formal Financial Contract Review; the contract's maximum amount of compensation may be adjusted to compensate for a higher than expected Personnel Termination Expense amount.
- 6. **Legal Fees.** The legal fees for adoptions finalized for each month of service will be billed on a separate invoice, after all paperwork is submitted to Kids Central Adoptions Coordinator for finalization. The Invoice will state the case name, child (ren)'s name, date of finalization, attorney name, and fees. Legal Fees will not exceed the amount of \$1,000.00 per case adoption.

B. Incentives

- Balanced Score Card Incentive Plan The Balanced Score Card (BSC) sets goals for the Provider that help achieve the strategic vision for Circuit 5 as developed by Kids Central. These goals represent "stretch targets" requiring exceptional efforts. The BSC Incentive Plan serves to motivate the Provider to strive for exceptional performance to obtain these goals and reward employees for the goals that are reached.
 - (1) <u>Eligible Employees</u>: All those employed in positions listed on the "Personnel Detail Report" of the Budget Workbook approved on 7/1/2020, for this Agreement for Case Management, or Best Practice Visitation Program are eligible to receive a performance incentive provided the employee worked an average of at least 20 hours per week during the fiscal year. Newly hired or rehired employees will begin earning credit for the performance incentive on the first day of the month following the date the employee has held the position for six (6) consecutive months.

(2) Performance Incentive Calculations:

- a. Category 1 The Program Director and Assistant Program Director positions may receive BSC incentive up to a maximum of 15% of base salary earned, divided into specific points for each target on the BSC [The earned incentive is calculated as total BSC target points achieved /total BSC points X 15% of base salary earned under this Program.] The maximum billable for this category is \$TBD.
- b. Category 2 Family Care Manager Supervisor/Adoption Care Manager Supervisors, and Quality Assurance Coordinator Supervisor may receive BSC incentive up to a maximum of \$5,000.00 [The earned incentive is calculated as total BSC target points achieved/total BSC points x \$5,000.00 x the percentage of time budgeted to this Program.] The maximum billable for this category is **\$TBD**.
- c. **Category 3** Family Care Managers/Adoption Care Managers, Administrative Assistants and Receptionist, Family Support Workers/Support Services Aides, Court Liaisons, Data Performance Specialist, Visitation Coaches, and any other full-time support staff positions, may receive BSC incentive up to a maximum of \$2,500.00. [The earned incentive is calculated as total target BSC points achieved/total BSC points x \$2,500.00 x the percentage of time budgeted to this Program.] The maximum billable for this category is **\$TBD**.
- d. Part-Time Staff Any eligible staff member who is employed in this program less than 40 hours/week but averages at least 20 hours per week may receive BSC incentive up to a maximum of half of their staffing category's eligible incentive. [The earned incentive is calculated as total

target BSC points achieved/total BSC points x half of the maximum incentive eligible for that category.]

(3) Proration Method.

- a. For eligible employees who are employed at least six (6) months but less than the full twelve (12) months of the fiscal year, the BSC incentive will be prorated by the number of *full* months the employee earned incentive credit in the position.
- b. For eligible employees who have a position change that affects the predetermined incentive levels listed in section b. the proration method must be taken into account to recognize the change based on the time held in both types of positions for the year. [The prorated earned incentive is calculated: Total target BSC points achieved / total BSC points x \$2,500 (or \$5,000 for supervisory staff or 15% for executive staff, as appropriate) x number of full months the employee earned incentive credit in the position during fiscal year / 12 months.]
- (4) **Specific and Measurable Targets**. Each of the measurable BSC targets is specified on the "Balanced Score Card Incentive Targets" and will be provided as an amendment to this contract.
- (5) Method of Determination of Targets Met. At the end of the fiscal year, Kids Central will report to the Kids Central Board of Directors Finance Committee as to which targets were met. This report will include evidence for targets met and any targets that are in question. The Finance Committee has the authority to approved payment of the earned incentives. In addition, an independent audit firm will review the BSC evidence during the annual financial audit and report their findings to the Finance Committee.

(6) Incentive Invoicing and Payment.

- a. Employee incentives will be paid in quarterly (September, December, March, and June) installments for Category 1 positions and semi-annual (December and June) installments for Category 2 and Category 3 positions. Interim installment payments will be based on an estimation of 60% of the total BSC points being earned. The final installment payment for each employee will be calculated by determining their total performance incentive credit for the year based on actual BSC points earned and subtracting any interim installment payments.
- b. In order to prevent the total of interim incentive payments from exceeding the amount of the actual and final earned performance incentive, Kids Central may elect to lower the estimation of BSC points earned for any remaining interim payments if early projections of BSC results indicate the actual results will likely be lower than 60%.
- c. Employees that leave the Provider's employment after the last day of a fiscal quarter designated as an installment incentive payment period for their position but before the actual payment date for the same period may remain eligible to receive that installment payment if they have provided all required written notice in accordance with the Provider's employee handbook. Employees that leave the Provider's employment without being eligible for the final installment payment will not be included in the process of reconciling interim incentive payments to the final BSC results.
- d. Quarterly, the Kids Central Contracts Manager will provide the employee incentive data calculations to the Provider and request the Incentive Invoice. The employer's share of FICA (7.65%) payable on employee

- incentive earnings shall be included in the Incentive Invoice and will be paid by Kids Central. The final installment payment will require approval of the actual BSC results by the Kids Central Finance Committee before the employee incentive data calculations are sent to the Provider.
- e. Upon receipt of the Incentive Invoice from the Provider, the Contracts Manager will approve the Incentive Invoice and Kids Central will pay the employee incentive amounts in a lump sum to the Provider as soon as such funds are available.
- f. The Provider will in turn pay its eligible employees the employee incentives earned in accordance with the above eligibility criteria and incentive calculation formulas.
- C. Reconciliation. The Kids Central Contracts Manager will reconcile the cumulative monthly billing against the remaining contract balance. If the cumulative number of service units billed is significantly less or more than expected, the Provider will be required to explain discrepancy and may be required to provide Corrective Action Plan.
- D. Invoice Processing. When all supporting documentation and reports are received and verified, the invoice will be considered "valid" and the Contracts Manager will approve the payment, along with any performance incentive payment awarded (if applicable) and forward the invoice to the Kids Central Accounting Department for processing. Payment should be made to the Provider within thirty (30) days of the Kids Central Contracts Manager's approval of the valid invoice.
- **E. Failure to produce maximum units of service.** Contract billing will be monitored monthly. If the Provider fails to keep approved positions filled with qualified applicants and therefore fails to earn the maximum amount billable under this Agreement, the maximum contract amount may be reduced accordingly and the funding reallocated.

F. Match Collection.

- 1. The fiscal year Match Collection requirement for the period of <u>July 1, 2023, through June 30, 2024,</u> is <u>\$TBD.</u>
- 2. According to federal regulation (Title IV-B, Subpart 2) a 25% local match is required from all Promoting Safe Families (PSSF) grant recipients. Kids Central's funding as a recipient of the PSSF grant is contingent upon the local match share being met on an annual basis. Match reported for this contract cannot be used for other contracts or grants. Failure to meet the match requirement shall result in the return of funds by the Provider to Kids Central based on the required prorate share.
- 3. To receive PSSF grant dollars, the Provider is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Provider 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 adoptions promotion and support, visitations, family preservation, family support services, and time-limited family reunification.
- 4. The Provider must document the receipt and expenditure of the required match during each state fiscal year. Match reports (<u>Exhibit Q</u>, "Match Collection Report" and <u>Exhibit P</u>, "Match Commitment Report") which identify the amount and type of match, must document what services the match supported. Documentation of match will be maintained on file for a period of six years and will be made available for audit purposes upon request.

- 5. The following formula shall be used by the Contracts Manager to determine the local match requirement and by the Provider to commit and document continued matching funds: Since the total funding applicable to the PSSF program should be the amount of PSSF funds allocated plus 25%, the local match required is one-third of the targeted PSSF funds. For this agreement, the required local match for the period of <u>July 1, 2023, through June 30, 2024</u>, is <u>\$TBD</u> based upon a fiscal year PSSF allocation of <u>\$TBD</u>.
- 6. The Provider shall submit to Kids Central no later than ten (10) working days following the end of the month even if match was not obtained that month, the **Exhibit Q**, "Match Collection Report", which documents that total amount of match received that month.
- 7. The Provider shall submit to Kids Central, Inc. no later than ten (10) working days following the end of the month even if match was not obtained that month, **Exhibit E**, "Visitation Coaching Monthly Update", which documents the families being served by the Visitation Coaching Program during the month.
- 8. Match reported for this contract cannot be used for other contracts or grants
- 9. Documentation of match will be maintained on file for a period of six years and will be made available for audit purposes upon request
- 10. Failure to meet the match requirement shall result in the return of funds by the Provider to Kids Central based on the required prorate share.

The remainder of this page is intentionally left blank.

ATTACHMENT 2 REFERENCE SURVEY

The following shall be provided to agencies/individuals as outlined in Section 8. 3.5.

You have been asked to complete the following survey as part of an Invitation to Negotiate package from Kids Central, Inc. Kids Central, Inc. is soliciting proposals from organizations that are qualified to provide child welfare Case Management and Adoption services in Lake and Sumter Counties. The organization chosen will serve as partner agencies within the local network of Community-Based Care. You have been identified as a key participant in this system of care, and therefore can provide valuable insight regarding the applying organization. Please complete the following survey and return it directly to Kids Central, Inc. at the following address:

Shelly LaFrance, Sr. Director of Finance Kids Central, Inc. 901 Industrial Drive, Suite 200 Wildwood, FL 34785

Name of Agency requesting reference: Date:		Date:	
Name of Agency/Individual completing reference survey:			
Please check most appropriate group you/the agency belongs to:		0:	
	Dependency Court Judge		
	Guardian ad litem		
	CLS		
	СРТ		
	Mental Health Provider		
	Substance Abuse Treatment Facility		
	Domestic Violence Provider		
	Foster Parent Association Officer		
Street Addre	ess of Agency/Individual		
City/State			
Zip Code			
Phone #			
Email addres	Email address:		

Instructions: Please answer each question to the best of your ability. Check the box that is most appropriate.

Question	Strongly Agree	Agree	Disagree	Strongly Disagree
The organization has a strong track record in the community.				
2. This mission of the organization is clear and aligns with the goals of Community-Based Care.				
3. The organization communicates well with outside agencies/individuals				
4. The organization has established partnerships with other agencies/individuals to improve interagency collaboration.				
5. The organization appropriately manages fiscal responsibilities.				
6. The organization conducts itself according to the highest level of ethical standards.				
7. The organization's staff is well-qualified to carry out case management activities.				
8. I would recommend this organization to be selected as one of Kids Central, Inc. partner agencies.				

Please indicate your level of understanding of the organization's operations and the amount of experience/contact with the organization:

High level of understanding; frequent contact with the organization
Moderate level of understanding; somewhat frequent contact with the organization
Low level of understanding; infrequent contact with the organization

Additional comments:

We sincerely thank you for taking the time to complete this survey. You may contact the Kids Central, Inc. ITN Review Team with any questions/concerns regarding this survey by emailing ITN@kidscentralinc.org. The complete ITN may be viewed online at www.kidscentralinc.org.

ATTACHMENT 3 CERTIFICATION

The undersigned hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications, addenda, legal advertisement, and conditions contained in the ITN. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the KIDS CENTRAL INC. and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by: (please print)	
NAME:	
TITLE:	
AGENCY/ORGANIZATION	
ADDRESS	
CITYSTATE:	ZIP:
Signature of Authorized Representative	 Date
Addenda Acknowledgment - APPLICANT acknow have been received and are included in this prop	vledges that the following addenda posal:
ADDENDA NO.	DATE ISSUED

ATTACHMENT 4 FORMS

The forms, as listed below, may be completed electronically by accessing the ITN Forms document on the Kids Central, Inc. website (<u>kidscentralinc.org</u>). Once completed, the forms must be printed and included as part of the bound proposal. Please respond to all questions on all forms.

Forms to be submitted:

- 1. Financial Strength and Accounting A-1
- 2. Management and Control Form B 1
- 3. Human Resources Form C 1
- 4. Fleet Management Form D 1

The remainder of this page is intentionally left blank.

FINANCIAL STRENGTH AND ACCOUNTING WORKSHEET A-1 - 5 Points

1.	What is the current Accounting/Financial system the organization currently has in place?
2.	Explain the size and structure of the organization's Finance/Accounting Department
3.	Describe how the organization will provide fiscal management of program, fiscal reporting, and oversight; and how the organization will access funds (i.e., through cash reserves, line of credit, etc.) for operating costs, in the event advances from Kids Central, Inc. are unavailable.
4.	Explain the organization's experience balancing and managing a complex child welfare budget.
5.	Explain organization's proactive approach to seeking alternative funding sources.
6.	Explain how the organization will meet the annually expected match contribution requirement. The local match is required for federal funding including Promoting Safe and Stable Families – Adoption Promotion and Support Services and Promoting Safe and Stable Families – Time Limited Reunification Services.
7.	How long has the organization used the services of the current auditing firm?

8. Please complete all calculations based on most recent audit.

LIQUIDITY		
1	Cash	
2	Short – Term Investments	
3	Accounts Receivable (net)	
4	Current Assets (Add Lines 1, 2, and 3)	
5	Current Liabilities	
6	Quick Ratio (Divide Line 4 by Line 5)	
7	Working Capital (Subtract Line 5 from Line 4)	
8	Total Expenses	
9	Months of Working Capital (Divide Line 7 by 1/12 of Line 8)	
10	Marketable Securities	
11	Average Annual Available Line of Credit Authorization	
12	Modified Current Assets (Add Lines 1, 10, and 11)	
13	Modified Working Capital (Subtract Line 5 from Line 12)	
14	Modified Months of Working Capital (Divide Line 13 by ½ of Line 8)	
SOLV	ENCY	
18	Total Assets	
19	Total Liabilities	
20	Debt to Total Assets Ratio (Divide Line 19 by Line 18)	
21	Cash Provided by Operations	
22	Capital Expenditures	
23	Free Cash Flow (Subtract Line 21 from Line 22)	
24	Cash Debt Coverage Ratio (Divide Line 21 by Line 19)	

Management and Control Form B-1 - 2 Points

Note: Some items may require additional information which may be provided on a separate sheet.

1. Are there any recorded or unrecorded contingencies or commitments that could materially affect the respondent's operations, including:

○ Yes	○ No	Possible claims from disallowed costs or expenditures (e.g., lapsed funds) under a government grant or program or third-party arrangement, such as unresolved questioned costs.
↑ Yes	O No	Communications from funding sources or regulatory agencies regarding possible violations of requirements, laws, or regulations.
C Yes	C No	Irregularities or fraud involving management or employees that could affect the financial statements.
↑ Yes	C No	Resolved or unresolved payroll tax delinquencies and penalties.
○ Yes	C No	Pending or threatened litigation or unasserted claims.
C Yes	C No	Other.

If you answered "Yes" to any of the above, please attach a brief written explanation.

2. Have there been material changes within the past year in the following:

C Yes	○ No	Executive management personnel
C Yes	○ No	Board membership
C Yes	○ No	Awards from major funding sources
○ Yes	○ No	Other changes in governance

If you answered "Yes" to any of the above, please attach a brief written explanation.

Human Resources Form C-1 – 5 Points

Explain the organization's employee file content and maintenance.			
2. Explain the organization's process for ensuring staff receive proper background screenings prior to employment?			
3. Explain the organization's p certifications?	process for ensuring staff receiv	e required trainings and	
 Explain the organization's process for ensuring the hire and retention of qualified staff; provide more in-depth detail for Family Care Manager Supervisor and Family Care Manager positions. 			
5. Has the organization missed any federal and state payroll tax deadlines in the past five years?			
○ Yes ○ No			
6. Please provide the following information for the past 12-month period.			
	Exempt (#)	Non- Exempt (#)	
Number of Positions			
Number of Separations			

Form continued on next page

7. Please provide the following information for exempt and non-exempt staff within the respondent's organization and for the population served by the respondent's organizations for the most recent fiscal year.

Category	Exempt (#)	Non-Exempt (#)	Population Served (%)
White			
Black			
Asian			
Other			
Male			
Female			
Disabled			
Protected Veteran Status			

Fleet Management Form D-1 – 2 Points

Kids Central, Inc. retains ownership of the vehicles listed below. These vehicles will be leased at an annual cost of \$10 each, to the awarded organization for use in the Case Management and Adoptions program. The estimated fleet assignment will be as follows:

Do	odge Caravan = 3
Fo	rd Escape = 4
То	yota Rav 4 = 1
Nis	ssan Sentra = 5
1.	Explain the organization's plan to incorporate the fleet listed above in the program's operations.
2.	Describe the organization's process for ensuring the management and maintenance requirements of the fleet.