

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ORIGINAL CONTRACT # CPS10
AMENDMENT # 2

This amendment, entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department" and Broward County, A Political Subdivision of the State of Florida, hereinafter referred to as the "provider", amends contract #CPS10.

The Department and the provider have agreed to amend this contract for the Child Protection Team Program (CPT) to provide CPT assessment services for children suspected of being abused or neglected in accordance with Section 39.303, Florida Statutes, and Chapter 64C-8, Florida Administrative Code. The contract is being amended to increase the FY 2014-15 funding based on Child Protection Team Program dollars appropriated by the Legislature and prior year workload data from the Child Protection Team Information System (CPTIS). The program funding has been increased by \$97,325.

1. Page 5, Standard Contract, Section II.A., "Contract Amount", delete \$2,951,626 and insert \$3,048,951.

2. Page 9, Attachment I, Section B.1., "Service Tasks", delete and insert the following:

"1. Service Tasks

a. The provider will carry out CPT services consistent with this contract, the CPT Handbook, and the CPTIS User Guide. Substantive changes to the CPT Handbook will be provided to the provider's team for review and comment prior to implementation. Unless mandated by law and any subsequent rule change, the department will provide an implementation schedule after reasonable notice of the revision. The department retains the right to final determination of revisions.

(1). Provider's team shall be available to provide medical evaluations and other assessment activities 24 hours a day, seven days a week and assure that DCF and local Sheriff Office staff responsible for child abuse and neglect investigations have the current 24 hour contact number at all times.

(2). Each month the provider shall input data to and fully utilize the CPTIS electronic case file. Data entered in CPTIS shall be consistent with the CPTIS User Guide.

(3). In accordance with the CPT Handbook, the team will participate in statewide and internal quality assurance activities each fiscal year.

b. Task Limit – All services must be provided in accordance with the most current CPT Program Handbook.

(1). Provider will have a written policy to ensure that the Department of Children and Families or local Sheriff's office responsible for child abuse and neglect investigations are provided with the list of mandatory reports that have not been referred within the time frames specified in the CPT Handbook.

(2). Provider will adhere to all policies and procedures as defined in the CPT Handbook.

c. Unit of Service – A unit of service is defined as one month (24 hours a day 7 days a week) of reviewing all abuse reports received from the Department of Children and Families data system by the provider Child Protection Team. All reviews will be conducted per Florida Statute Section 39.303 and 39.304.”

3. Page 9, Attachment I, Section B.4., “Deliverables”, delete and insert the following:

“4. Deliverables.

a. Monthly: All abuse reports received by the provider team will be reviewed by the CPT Medical Director and CPT Team Coordinator or their respective designee(s) within 4 working days to identify those reports meeting the mandatory referral criteria, at a minimum of 98% of the time.

b. Monthly: Assessment activities will be provided within 20 calendar days following the date of referral, at a minimum of 90% of the time.

c. Monthly: Assessment activities, in which there is a positive indicator of abuse or neglect, must be verbally communicated to the Child Protective Investigator (or his/her supervisor) within 24 hours, at a minimum of 95% of the time.

d. Monthly: Assessment reports will be provided to the Child Protective Investigator or CBC case manager (if applicable) overall, at a minimum of 90% of the time.”

4. Page 11, Attachment I, Section C.1. “Method of Payment”, delete and insert the following:

“1. This is a “multi-year” fixed price (fixed fee) contract. The Department agrees to pay the provider upon satisfactory completion of both the service and all terms and conditions specified in this contract, a total dollar amount of \$3,048,951 (\$602,736 for January through June of the first fiscal year, \$1,138,618 for July through June of the second fiscal year, and \$1,307,597 for July through June of the third fiscal year) as payment in full, subject to the availability of funds. A unit of service will consist of one month of deliverables as specified in Section B.1.c., “Service Tasks” and Section B.4., “Deliverables”.”

5. Page 11, Attachment I, Section C.2. "Method of Payment", delete and insert the following:

"2. The department shall pay the provider a fixed amount each month equal to one sixth for the first year and one twelfth for the second and third year, of the annual state fiscal year specified totals. The payments will be disbursed as follows: For the period January 1 through June 30 of the first fiscal year the monthly fixed amount shall not exceed \$100,456. For the period July 1 through October 31 of the second fiscal year, the monthly fixed amount shall not exceed \$100,456, for the period November 1 through May 31 of the second fiscal year the monthly fixed amount shall not exceed \$92,099, and for the period June 1 through June 30 of the second fiscal year, the monthly fixed amount shall not exceed \$92,101. For the period July 1 through October 31 of the third fiscal year, the monthly fixed amount shall not exceed \$100,856. For the period November 1 through May 31, of the third fiscal year the monthly fixed amount shall not exceed \$113,021 and for the period June 1 through June 30 of the third fiscal year the monthly fixed amount shall not exceed \$113,026."

6. Page 12, Attachment I, Section D.2.a., "Special Provisions", delete and replace with the following:

"a. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency."

7. Page 21, Attachment II, Exhibit I, delete and replace with new Exhibit I.

8. Page 26, Attachment III, Request for Payment, delete and replace with new Attachment III.

9. Page 29, Attachment VI, Minority Business Subcontractor Expenditures Report delete and replace with new Attachment VI.

10. This amendment shall begin on November 1, 2014, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this 9 page amendment to be executed by their officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF
HEALTH

PROVIDER: Broward County, A Political Subdivision
of the State of Florida

SIGNED
BY: _____

NAME: _____

TITLE: Mayor

DATE: _____

FEDERAL ID NUMBER: 59-6000531

SIGNED
BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Deputy Secretary for Health
Deputy State Health Officer for CMS

DATE: _____

END OF TEXT

**Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney**

By  9/5/14
René D. Harrod, Assistant County Attorney

EXHIBIT – 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 Administration for Children and Families, Department of Health and Human Services CFDA#93.667

Title Social Services Block Grant \$1,552,162

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$1,552,162

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As specified in Attachment I of this contract.

93.667 – To enable the state to furnish social services best suited to the needs of the individuals residing in the State. Federal block grant funds may be used to provide services directed toward one of the following five goals specified in the law: (1) To prevent, reduce, or eliminate dependency; (2) To achieve or maintain self-sufficiency; (3) To prevent neglect, abuse or exploitation of children and adults; (4) To prevent or reduce inappropriate institutional care; and (5) To secure admission or referral for institutional care when other forms of care are not appropriate.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA#64.006 Title Medical Services for Abused and Neglected Children, Department of Health \$1,491,989

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$1,491,989

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As specified in Attachment I and II to this contract: Child Protection Teams provide specialized evaluation and assessment services to assist the Family Safety and Preservation Program of the Department of Children and Families in the assessment of child abuse and neglect. The Provider must carryout child protection team services consistent with this contract, the Child Protection Team Handbook and the Child Protection Team Information System User Guide. Specifically:

- Assessment activities will be provided in a timely manner.
- All Abuse Reports received by the provider will be reviewed within 4 working days.
- The list of mandatory reports not referred will be provided to the protective investigations units as specified in the CPT Handbook.
- The provider will be compliant with the timelines of Positive Findings of abuse or neglect verbally communicated to the Child Protective Investigators.
- The provider will be compliant with the percentage of assessment reports provided timely to the protective investigator.
- Trainings of non-CPT medical providers and other social service providers will be provided according to Attachment I of the contract.
- Appropriate CPT staff will complete a minimum of eight hours of training in child abuse and neglect during each fiscal year.

Attachment III
Request for Payment

Provider: _____ Contract# _____
Address: _____

NOTE: Address should be mailing address for receiving state warrant, if applicable.

Service Period for which payment is requested: Month _____, 20_____

Total Contract Amt: \$ _____
Previous Balance: \$ _____
Amount Requested: \$ _____
Remaining Balance: \$ _____

Prepared By: _____ Telephone: _____
FAX# _____ Email: _____

Signature: _____
(Provider Agency Official)

Title: _____ **Date:** _____

This Section is for Agency Officials Only
State of Florida, Department of Health

Date Invoice Received: _____
Date Goods/Services Rendered: _____
Date Goods/Services Inspected and Approved: _____

APPROVED FOR PAYMENT: I certify that the contract deliverables have been Received and meet the terms and conditions of the contract.

Signature of Approving Official: _____
Title: Contract Manager
Telephone No. (850) 245-4444, Ext. _____

Supervisor Signature: _____ **Date:** _____

Type of Request: Regular _____ Final _____
Org Code: 64654000100
EO: PT Obj Code: 790000 OCA: AYCPT EO: A6 Obj Code: 750000 OCA: SF006
EO: YD Obj Code: 790000 OCA: DE000

Date Contract Manager Received : _____ CPT Unit Date Stamp Here:

Date Invoice Sent to Disbursements: _____

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):

PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: MBE COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310, TALLAHASSEE, FL. 32399-1734

I. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER

- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER