

Child Advocacy Trust Fund Award Agreement

Agreement made the date set forth below, between the Florida Network of Children's Advocacy Centers, Inc., a not-for-profit corporation qualified to do business in Florida (hereinafter referred to as the "FNCAC"), and Broward County, a political subdivision of the State of Florida, a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes (hereinafter referred to as the "CAC"):

Recitals

WHEREAS, the FNCAC has entered into a contract effective July 1, 2017 with the Florida Department of Children and Families providing for the disbursement of funds from the Grants and Donations Trust Fund to the FNCAC (hereinafter referred to as the "Agreement"); and

WHEREAS, a portion of the funds disbursed to the FNCAC by the Department of Children and Families (hereinafter referred to as the "Department") under the Contract are to be used to fund services by Children's Advocacy Center's for services provided to children and non-offending caregivers;

THEREFORE, the FNCAC and the CAC, in consideration of the mutual promises contained in this Agreement, agree as follows:

Section 1. Term of Agreement. The term of this Agreement shall be for one year, commencing on July 1, 2017.

Section 2. Date of Award. The date of the award from the FNCAC to the CAC shall be the date written below.

Section 3. Amount of Award. The amount of the funds awarded the CAC under this Agreement from the FNCAC shall be \$9,674.74. Any funds awarded the CAC that are not utilized by June 30, 2018 shall be refunded to the FNCAC.

Section 4. Services Funded by Award. The CAC agrees to use the funds awarded under this Agreement to fund only direct services to victims of child abuse or their non-offending family members. The CAC further agrees that the funds awarded under this Agreement will add to and/or enhance, but not duplicate, services provided by state agencies. The list of direct services that this award will fund is attached to this Agreement as Exhibit B, which is incorporated herein by reference. Services may only be funded subsequent to the date of the award.

Section 5. Compliance with Statutory Requirements. By signing this Agreement, the CAC affirms that it complies with all of the standards set forth in Section 39.3035(1) and the screening requirements set forth in Section 39.3035(2), Florida Statutes. If, during the term of this Agreement, the CAC fails to comply with the standards or screening requirements set forth in subsections (1) and (2) of Section 39.3035, Florida Statutes, the CAC shall immediately notify the

FNCAC. Failure to comply with those standards and screening requirement shall require the CAC to refund all unused funds awarded under this Agreement to the FNCAC.

Section 6. Duty of CAC to Collect and Submit Data. As long as this Agreement remains in effect, the CAC shall collect and submit to the FNCAC no later than the fifth day of each month a Monthly Activity Report setting forth the number of augmented and unduplicated units of service delivered under this Agreement. The monthly report shall either be mailed to the FNCAC's address at 2940 East Park Avenue, Suite 2B, Tallahassee, FL 32301, or emailed to the staff person designated by the FNCAC to receive such reports. The CAC further agrees to submit to the FNCAC at the conclusion of this Agreement a report, on a form provided by the FNCAC, detailing the number of children who received services under this Agreement, the number of services provided under this Agreement, and how the funds awarded the CAC were spent by the CAC during the fiscal year.

Section 7. Budget. Upon the execution of this Agreement, the CAC shall submit to the FNCAC, on the form attached to this agreement as Exhibit A, which is incorporated herein by reference, a budget and a narrative describing how the funds awarded under this Agreement will be used during the fiscal year.

Section 8. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

Section 9. Emergency Preparedness Plan. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated

plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

Section 10. Emergency Support to the Deaf of Hard-of-Hearing. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing

If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance Reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or

companions, and provide assistance in completing the forms as requested by the customer or companion.

If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

Section 11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein and all prior representations, statements, negotiations and undertakings are superseded or restated herein. No amendment to this contract shall be effected unless it is in writing and signed by the CAC and an authorized corporate officer or employee of the FNCAC.

Section 12. Assignment. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by the CAC without the prior written consent of the FNCAC.

IN WITNESS WHEREOF, this ____ day of _____, 2017, the parties hereto have executed this contract.

Florida Network of Children's Advocacy Centers, Inc.

Broward County, a political subdivision of the State of Florida

Cindy Vallely
FNCAC Executive Director

Beam Furr
Mayor

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney
By K. Gordon 01/18/17
Karen S. Gordon, Assistant County Attorney
By [Signature] 12/18/17
Sharon V. Thorsen, Senior Assistant County Attorney

Exhibit A - BUDGET

1. APPLICANT INFORMATION:

a. Legal Name of Children’s Advocacy Center:
Broward County on behalf of its Nancy J. Cotterman Center

2. DESCRIPTION OF DIRECT SERVICES THAT WILL BE PROVIDED BY CAC WITH AWARDED FUNDS:

Direct services in the form of forensic medical exams for child on child victims of sexual assault.

3. ANTICIPATED NUMBER OF CHILDREN THAT WILL BE SERVED WITH AWARDED FUNDS:

- 39 children will be served with the award.

4. NUMBER OF HOURS OF SERVICES THAT WILL BE PROVIDED WITH AWARDED FUNDS (NUMBER OF HOURS REPORTED MUST MATCH NUMBER OF UNITS OF SERVICE REPORTED IN MONTHLY ACTIVITY REPORT):

39 Forensic Medical Exams (1 Forensic Medical Exam = 1 unit of service) for child on child victims of sexual or physical abuse.

5. HOURLY COST OF SERVICES BEING PROVIDED:

\$250 per medical examination.

ATTACHMENT B

Definitions of Direct Services Provided By Children's Advocacy Centers

Case Management and Advocacy: Case management and advocacy services include the following activities:

- support at all stages of investigation and prosecution
- attendance and/or coordination of interviews and/or case review
- greeting and orientation of children to the CAC
- provision of education about the coordinated, multidisciplinary response
- providing updates to the family on case status, continuances, dispositions, sentencing, offender release from custody
- assessment of the child's/family's attitudes and feelings about participation in the investigation/prosecution
- provision of court education/support/accompaniment
- providing tours of the courthouse/courtroom
- securing transportation to interviews, court, treatment and other case-related meetings
- assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, crime victims compensation, transportation, public assistance etc.)
- providing referrals for mental health and medical treatment, if not provided at the CAC.

For purposes of reporting, only count one case management service per child, regardless of the actual number of case management/advocacy services provided. Therefore, the number of case management/advocacy services cannot exceed the number of unduplicated children reported.

Mental health services:

- **Therapy services** is defined as specialized trauma focused mental health services provided to the child victim and designed to meet the unique needs of the child victim. Therapy services will be counted by session by the hour, an individual session for a child victim of one hour is one session, and a group session of an hour of child victims will be counted as a session for each child victim. If the session last 15 minutes, it will be counted as a ¼ of a service. The family members/parents receiving therapeutic services will be counted in Section 4 Ancillary Services Provided by CAC.
- **Crisis intervention services** are defined to mean short-term intensive services or intervention by a professional to a child victim that focuses on a single or recurrent problem(s) that is overwhelming or traumatic in nature.
- **Psychological Evaluation** is defined as a concise description of an individual's current psychological and neurological functioning by a licensed psychologist or credentialed school psychologist for the purpose of providing relevant and professionally sound opinions in matters where a child's health and welfare may have been or may be harmed

through the interpretation of an individual's psychological testing, history, clinical interviews, behavioral symptoms, and observations. The licensed psychologist or credentialed school psychologist must see the children or parents face-to-face.

Forensic and specialized interviews conducted in the CAC:

- A *forensic interview* is defined to mean a developmental and age appropriate interview conducted by staff designed to collect factual information from a child to determine if that child was the victim of a crime or witnessed a crime against another person. The forensic interview is conducted in a manner that is legally sound, of a neutral fact-finding nature, and is coordinated to avoid duplicative interviewing.
- A *specialized interview* is defined to mean an interview with a child or a member of the child's family for the purpose of gathering clinical data, family functioning, family history, or other information for assisting with the assessment of alleged child maltreatment. Specialized interviews are information gathering in nature, and include the development of a risk assessment, and may be more flexible, not following an interview protocol. The primary purpose of a specialized interview is not for a legal purpose.

Medical evaluations:

- All children who are suspected victims of child abuse should be assessed to determine the need for a medical evaluation.
- A *medical evaluation (exam or consult)* is conducted by a qualified medical provider with pediatric experience and child abuse expertise to:
 1. Help ensure the health, safety and well-being of the child;
 2. Diagnose, document, and address medical conditions resulting from abuse;
 3. Differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;
 4. Diagnose, document, and address medical conditions unrelated to abuse; and
 5. Assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals as necessary.
- Medical evaluations are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.