

CSFA No. 60.124

20-21-DCF-CAC-26

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, on behalf of its Nancy J. Cotterman Center**, 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, 2020 with the Florida Department of Children and Families (hereinafter referred to as the "Department") providing for the disbursement of funds from the Grants and Donations Trust Fund to the FNCAC (hereinafter referred to as the "Contract"); and

WHEREAS, funds disbursed to the FNCAC by the Department under the Contract are to be used by the CAC with the goal of improving the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based services that augment, but that do not duplicate, services provided by state agencies;

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 commences on July 1, 2020 and continues through June 30, 2021.

Section 2. Amount of Agreement. The amount awarded to the CAC under this Agreement shall be \$7,009.90 for the period July 1, 2020 through June 30, 2021 with an additional allocation of \$2,751.27 for the period October 1, 2020 through June 30, 2021. Any funds not utilized by June 30, 2021 shall be refunded to the FNCAC.

Section 3. Services Funded by Agreement. The CAC agrees to use the funds awarded under this Agreement to fund only direct services to victims of child abuse (primary victim) or their non-offending family member/caregiver. The CAC further agrees that the funds awarded under this Agreement will augment, but not duplicate, services provided by state agencies.

Section 4. Scope of Work. The Scope of Work is attached to this Agreement as Exhibit A and the List of Services that this Agreement will fund is attached to this Agreement as Exhibit B, which are incorporated herein by reference.

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. During the term of this Agreement, the CAC shall collect and submit to the FNCAC no later than the tenth day of each month a Monthly Activity Report setting forth the number of augmented and unduplicated units of service and number of victims of child abuse or their non-offending family member/caregiver seen delivered under this Agreement. The Monthly Services Detail Report must accompany the Monthly Activity Report. The Monthly Activity Report and Monthly Services Detail Report are attached to this Agreement as Attachment A, which is incorporated herein by reference.

All Monthly Reports shall be submitted via Track-It! Track-It! is an electronic document management system for child advocacy centers to utilize in the submission of reports and other documents to the FNCAC. The Track-It! URL is: <https://trackitweb.fncac.org/trackitweb/selfservice>.

The CAC shall submit to the FNCAC via Track-It! no later than July 15, 2021 the Final Report Data Form providing demographic data, year-to-date units of service provided and number of clients, which is attached to this Agreement as Attachment B, and is incorporated herein by reference.

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 C, which is incorporated herein by reference, a budget and a narrative describing how the funds awarded under this Agreement will be used during the term of this Agreement.

Section 8. Service Delivery Documentation Requirements. The CAC shall maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom augmented and unduplicated services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

Section 9. 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 CAC shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the CAC 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 Children and Families Operating Procedure (CFOP) 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees 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 CAC shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Agreement and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

Section 10. Emergency Preparedness Plan. If the tasks to be performed pursuant to this Agreement include the physical care or supervision of clients, the CAC shall, within thirty (30) days of the execution of this Agreement, submit to the FNCAC's Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care (any kind of custodial or residential care for a child that is ordered or otherwise sanctioned

by the court, and in which a child does not continue to live with either of the birth parents. Foster Care and Adoption are examples for substitute care), supplies, and a recovery plan that will allow the CAC to continue functioning in compliance with the executed Agreement 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. If during the course of this Agreement, there are any modifications to the plan, the CAC shall submit the updated plan to the FNCAC Contract Manager. The FNCAC agrees to respond in writing within thirty (30) days of receipt of the updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the FNCAC may exercise oversight authority over such CAC in order to assume implementation of agreed emergency relief provisions.

Section 11. Emergency Support to the Deaf and Hard-of-Hearing. The CAC 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 the “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 CAC or any of its subcontractors employs fifteen (15) or more employees, the CAC shall designate a Single Point of Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers/clients or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The CAC’s Single Point of Contact and that of its subcontractors will process the compliance data into the Department’s Health and Human Services (hereinafter referred to as the “HHS”) Compliance Reporting Database (https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html) by the fifth (5th) business day of the month, covering the previous month’s reporting, and forward confirmation of submission to the FNCAC’s Contract Manager. The name and contact information for the CAC’s Single Point of Contact shall be furnished to the FNCAC’s Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

The CAC 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 fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers/clients or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the CAC’s Single Point of Contact.

The CAC’s 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 the CACs and its 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 CAC’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/clients or companions are posted near where people enter or are admitted within the CAC locations. Such notices must be posted immediately by the CAC and its subcontractors. The approved notice is available at: <https://myflfamilies.com/service-programs/deaf-and-hard-hearing/CACs/dcf-posters.shtml>.

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

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

The Department and the FNCAC requires each CAC agency's direct service employees and/or subcontractors to complete training on serving our Customers who are Deaf and Hard-of-Hearing and sign the Attestation of Understanding (Deaf and Hard-of-Hearing Training Attestation), which is attached to this Agreement as Attachment C, and is incorporated herein by reference. Direct service employees performing services under this Agreement will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

The CAC shall submit monthly HHS reports to the FNCAC via Track-It!

Section 12. Employment Screening. All CAC employees and/or subcontractors utilized by the CAC for this Agreement who are required by Florida law to be screened in accordance with Chapter 435, Florida Statutes, are of good moral character and meet the "Level 2 Employment Screening" standards specified by Sections 435.04, 110.1127, and Subsection 39.001(2), Florida Statutes, as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks;
- b. Fingerprinting for all criminal record checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement ("FDLE");
- d. Federal criminal records checks from the Federal Bureau of Investigation via the FDLE; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer), which is attached to this Agreement as Attachment D, and is incorporated herein by reference.

The CAC shall provide a signed affidavit each state fiscal year for the term of the Agreement stating that all required CAC employees have been screened and submit to the FNCAC.

Section 13. Records, Retention, Audits, Inspections and Investigations.

The CAC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the FNCAC under this Agreement.

Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the CAC during the term of this Agreement and retained for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department or the FNCAC.

Upon demand, at no additional cost to the Department or the FNCAC, the CAC will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period stated above. These records shall be made available at all reasonable times for inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department or the FNCAC.

The CAC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes). No record may be withheld nor may the CAC attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

Section 14. Security Agreement. All CAC employees and/or subcontractors who have access to the Department's information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 can be found at <https://www.myflfamilies.com/service-programs/samh/155-2/155-2-v13/Security%20Agreement%20Form.pdf>.

The CAC shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the CAC shall assure that unencrypted personal and confidential Department data will not be stored on unencrypted storage devices.

The CAC agrees to notify the FNCAC's Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Department data. The CAC shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Department data as provided in Section 501.171, Florida Statutes. The CAC shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Department data.

The CAC shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with these provisions and the term "CAC" shall be deemed to mean the subcontractor for such purposes.

Section 15. 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. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this

Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. No amendment to this Agreement shall be effective unless it is in writing and signed by the CAC and an authorized corporate officer or employee of the FNCAC.

Section 16. 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.

Broward County, a political subdivision of the State of Florida, on behalf of its Nancy J. Cotterman Center

Signature of Authorized Representative

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

Print Name of Authorized Representative

By: Karen S. Gordon 3/1/2021
Karen S. Gordon
Senior Assistant County Attorney

Date

Florida Network of Children’s Advocacy Center, Inc.

Cindy Vallely, Executive Director

Date

EXHIBIT A – SCOPE OF WORK

A-1 Major Agreement Goals

The major goal of this service is to improve the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based *services that augment, but that do not duplicate, services provided by state agencies.*

A-2 Service Area/Locations/Times

A-2.1 Services for clients shall be delivered at the eligible Child Advocacy Centers.

A-2.2 Client services shall be available from 8:00 A.M. to 5:00 P.M., where there are eligible Child Advocacy Centers.

A-2.3 The CAC's administrative offices shall be open from 8:00 A.M. to 5:00 P.M., Monday through Friday, with the exception of the CAC's Board approved holidays.

A-2.4 The CAC shall notify the FNCAC Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the FNCAC's ability to contact the CAC.

A-3 Clients To Be Served

A-3.1 Victims of child abuse and/or their non-offending family member/caregiver.

A-4 Client Eligibility

A-4.1 Eligible clients are families and children who are involved in an investigation of alleged child maltreatment and identified by a child advocacy center to be in need of the services provided by a Children's Advocacy Center.

A-5 Client Determination

A-5.1 The Child Advocacy Center shall determine eligibility for services based on the signed Grants and Donations Trust Fund Award Contract.

A-6 Equipment

A-6 .1 No equipment or property shall be purchased with these funds.

EXHIBIT B – LIST OF SERVICES

Below is a list of services funded under this Agreement. The list is only for direct services to victims of child abuse or their non-offending family member/caregiver. The services will **augment, but not duplicate**, services provided by state agencies to the victim of child abuse or their non-offending family member who has already received one of the below services from the CAC. The services provided under this Agreement are for additional services not funded by other state agencies. The child or non-offending caregiver must have already received services, which are listed below, before the CACs can use the DCF grant funds under this Agreement for the same child or non-offending caregiver.

- Primary victim is defined as: the child who has alleged abuse/neglect/witness to violence, drug endangered etc. (refer to the National Children’s Alliance (“NCA”) Standards and NCA required statistics reporting). If two siblings make allegations, then there are two primary victims.
- Direct service is direct contact with a person – not just leaving a message or sending correspondence.

B-1 Advocacy

Advocacy services include the following activities on behalf of/for the primary victim and/or family member/caregiver and child witness:

- Crisis assessment and intervention, risk assessment, and safety planning and support for children and family member/caregiver at all stages of involvement with CAC
- Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed
- Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending family member/caregiver
- Provision of education and access to victims’ rights and crime victims’ compensation
- Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance etc.)
- Provision of referrals for specialized, trauma focused, evidence-supported mental health and medical treatment, if not provided at the CAC
- Access to transportation to interviews, court, treatment and other case-related meetings
- Engagement in child and family response regarding participation in the investigation and/or prosecution
- Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family’s concerns are heard and addressed
- Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody)
- Provision of court education and courthouse/courtroom tours, support, and accompaniment

- Coordinated case management meetings with all individuals providing victim advocacy services.

B-2 Mental Health Services:

- Therapy services are defined as specialized, evidence based, trauma focused mental health services.
 - Individual Therapy is a therapy session for one of the following: the primary victim, and/or family member/caregiver and sibling(s). Traditional individual therapy sessions are an hour and count as one service but the occasional 40-minute session with a child is understandable and would count as one service.
 - Family Therapy is with two or more family member/caregivers and counts as one service.
 - Group Therapy is ideally a group of three or more unrelated persons; however, it is understood that at times there may be a no show, or someone leaves the group and there is not another “suitable” member to join at that time. The group can be continued. One service per person in the group session is counted. For example, if there were 6 participants, 1 group therapy service would be counted with six participants and it must be documented in each participant’s file.
- Psychological Evaluation is a concise description of an individual’s current psychological and neurological functioning by a licensed psychologist or credentialed school psychologist through the interpretation of an individual's psychological testing, history, clinical interviews, behavioral symptoms, and observation 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. The licensed psychologist or credentialed school psychologist must see the children or parents face-to-face. Service count would be one for the child and if an evaluation is done with a parent, one for the parent.

B-3 Forensic and Specialized Interviews conducted in the CAC:

- A forensic interview is 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. Service counts will be on the primary victim and/or child witness and counts as one service.
- A specialized interview (SI) is 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. SI's may be done with the primary victim due to their age, developmental issues, not a prosecutable case, and other issues that are unique to each community. 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. Specialized interviews are not used/cannot be used for legal purposes. A specialized interview counts as one service.

B-4 Medical Evaluations:

Service counts will be on the primary victim and/or siblings:

- A child who is a suspected victim 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.
- A medical evaluation counts as one service.

EXHIBIT C – FY20-21 BUDGET

1. Legal Name of Children’s Advocacy Center:

Broward County

2. Description of Augmented and Unduplicated Direct Services that will be provided by the CAC with funds awarded under this agreement (*Advocacy, Mental Health, Forensic and Specialized Interviews and Medical Evaluation Services, refer to Exhibit B*):

For services July 1, 2020 - June 30, 2021

These funds will be utilized to provide mental health therapy to clients at the Nancy J. Cotterman Center, including therapy provided by therapists trained in Trauma-Focused Cognitive Behavioral Therapy.

For services October 1, 2020 - June 30, 2021

These funds will be utilized to provide mental health therapy to clients at the Nancy J. Cotterman Center, including therapy provided by therapists trained in Trauma-Focused Cognitive Behavioral Therapy.

3. Hourly Cost of Services being provided (*Explain how hourly cost is derived*):

For services July 1, 2020 - June 30, 2021

\$75 per hour. This is the rate at which therapy sessions are reimbursed by the Office of the Attorney General.

For services October 1, 2020 - June 30, 2021

\$75 per hour. This is the rate at which therapy sessions are reimbursed by the Office of the Attorney General.

4. Number of Units of Service to be provided (*Explain how number of units of service is derived*):

NOTE: This number is the baseline to be met for the funds awarded

For services July 1, 2020 - June 30, 2021

Ninety-four (94) hours of therapy will be provided during this period (one therapy hour equals one unit of service). Three therapists will provide at least 2 units of service per week.

For services October 1, 2020 - June 30, 2021

Thirty-seven (37) hours of therapy will be provided during this period (one therapy hour equals one unit of service). Three therapists will provide at least 2 units of service per week.

5. Estimated Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver (clients) that will be served (*Explain how number is derived*):

For services July 1, 2020 - June 30, 2021

A minimum of six (6) clients will receive services during this period. A minimum of 2 clients per staff.

For services October 1, 2020 - June 30, 2021

A minimum of three (3) clients will receive services during this period. A minimum of 1 client per staff

ATTACHMENT A

A-1 Monthly Activity Report

A-2 Monthly Services Detail Report

ATTACHMENT B

2020-2021 DCF TRUST FUND FINAL REPORT DATA FORM

*Instructions: The information required by this form relates ONLY to the funds your CAC was awarded from the DCF Child Advocacy Trust Fund by the FNCAC for FY 20-21, and the services that were provided from July 1, 2020 through June 30, 2021 as a result of your CAC being awarded those funds. **This report is due by July 15, 2021.***

DO NOT include statistics for all the children seen by your CAC.

For purposes of this Form, “unduplicated child” is defined as follows: A child is counted as a child only once regardless of the number of services that that child received as a result of the child’s referral to the CAC for a specific type of maltreatment. If the child was referred to the CAC during the same fiscal year for a new allegation and received services from the CAC as a result of that allegation, the child may be counted again.

Name of CAC: _____

Mailing Address: _____

City, State: _____ Zip Code: _____

Telephone number: () _____

Demographic Information:

1. Total number of unduplicated children served with Trust Fund Award: _____

2. Total number of families served with Trust Fund Award: _____

3. Gender of children served (total number should be equal to line 1):

Male: _____ Female: _____

4. Age of children in line 1 at the time of service (total number should be equal to line 1):

0-6 years: _____ 7-12 years: _____ 13-18 years: _____

5. Race or ethnicity of children served: White: _____ African American: _____

Hispanic: _____ Asian: _____ Other: _____

6. Of the children in line 1, the number of children seen for the following type of maltreatment (here you may count a child more than once if there were multiple types of maltreatment presenting):

Sexual Abuse: _____ Physical Abuse: _____ Neglect: _____

Witness to violence: _____ Drug endangered: _____

Other: _____

Amount Spent by CAC:

7. Amount of funds awarded CAC: _____

8. Amount of award spent by CAC: _____

9. Amount of unspent award returned to FNCAC: _____

Services Provided to Clients:

The totals for 10 & 11 should match the YTD column on line 1 of the Activity Report

10. Number of units of service provided to children by CAC with Trust Fund Award:

Advocacy: _____

Therapy services: _____

Psychological evaluations: _____

Forensic and specialized interviews: _____

Medical evaluations: _____

11. Number of units of service provided to non-offending family members/caregivers with Trust Fund Award:

Advocacy: _____

Therapy services: _____

Other (please list services as well as number): _____

12. Number of clients seen under Trust Fund Award:

The total should match the YTD column on line 2 of the Activity Report

Advocacy: _____

Therapy services: _____

Psychological evaluations: _____

Forensic and specialized interviews: _____

Medical evaluations: _____

13. Hourly rate for service provided with Trust Fund Award:

Advocacy: _____

Therapy services: _____

Psychological evaluations: _____

Forensic and specialized interviews: _____

Medical evaluations: _____

14. Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report

ATTACHMENT C

Deaf and Hard-of-Hearing Training Attestation Form

To support effective communications for customers or companions of the Department of Children and Families (DCF) who are deaf and hard-of-hearing every provider and subcontractor employee is required to know or be familiar with the following:

- Name, contact information, and role and responsibility for your DCF Contract Agency Single Point of Contact.
- Name, contact information, and role and responsibility for the DCF ADA/504 Coordinator,
- Requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.794, as implemented by C.F.R. Part 84, the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35, and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4 entitled “Auxiliary Aids and Services for the Deaf and Hard of Hearing.

Contact Information and Roles and Responsibilities

My Single Point of Contact at my location is:

Provider/ Subcontractor	Single Point of Contact	Phone	Email
Insert Company Name/Location			

This Single Point of Contact’s responsibility is to:

1. Ensure effective communication with deaf and hard of hearing Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Auxiliary Aid Service Record described in Section G.8 within each Customer’s case record.
3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a deaf and hard of hearing Customer or Companion is referred about the disabled person’s requested auxiliary aid or service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

DCF ADA/SECTION 504 COORDINATORS

The ADA/504 Coordinator responsible for my activity is:

Location	Coordinator	Phone	Email
Headquarters	Brittany Gardener	(850) 717-4566	Brittany.Gardener@myflfamilies.com
Northwest	Lisa Stephany	(850) 717-4557	Lisa.Stephany@myflfamilies.com
FSH	Freeman Bishop III	(850) 717-4565	Freeman.Bishop@myflfamilies.com
Northeast	Dick Valentine	(904) 485-9682	Dick.Valentine@myflfamilies.com
Central	Richard Dicks, Jr.	(407) 317-7552	Richard.Dicks@myflfamilies.com
SunCoast	Romina Artaza	(727) 373-1758	Romina.Artaza@myflfamilies.com
Southeast	Heather DePetro	(561) 227-6723	Heather.DePetro@myflfamilies.com
Southern	Shenna Fluriach	(786) 257-5218	Shenna.Fluriach@myflfamilies.com

The ADA/504 Coordinator's responsibility is to:

1. Disseminate specific plans and procedures to fully implement this agreement.
2. Analyze data collection collected in the Auxiliary Aid and Service Record and implement any corrective action plan, if warranted.
3. Answer questions and provide appropriate Technical Assistance regarding immediate access to and proper use of appropriate auxiliary aids and services.
4. Identify, develop and coordinate the distribution of qualified sign language and/or oral interpreters for the Direct Service Facilities.
5. Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
6. Submit a report describing the method for capturing all information required in the Customer Communication Template and Auxiliary Aid and Service Record.
7. Communicate with each Single Point of Contact concerning services to deaf and hard of hearing Customers or Companions.

I, Insert Employee's Name, attest to the following:

1. I received the names, contact information, and Roles and Responsibilities for the Contract Agency Single Point of Contact and the DCF ADA/504 Coordinator.
2. I understand that I will contact the Contract Agency Single Point of Contact, within my office, regarding assistance with the delivery of services to deaf and hard of hearing customers.
3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-10, Chapter 4, entitled, Auxiliary Aids and Services for the Deaf and Hard of Hearing.

Signature _____ Date _____

*This document will be maintained in the personnel file.

ATTACHMENT D

ATTESTATION OF COMPLIANCE with Background Screening Requirements

Authority: This form shall be used by all required staff (employees/contractors) working on the Department of Children and Families Grant funded through Florida Network of Children's Advocacy Centers to comply with the attestation requirements of section 435.05(2), Florida Statutes, which state that every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

This form must be maintained in the employee's personnel file.

Employee/Contractor Name:
Child Advocacy Center Name:
Address of Child Advocacy Center:

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction: Criminal offenses found in section 435.04, F.S.

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.
- (e) Section 782.04, relating to murder.
- (f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (g) Section 782.071, relating to vehicular homicide.
- (h) Section 782.09, relating to killing of an unborn child by injury to the mother.
- (i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (j) Section 784.011, relating to assault, if the victim of the offense was a minor.

- (k) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (l) Section 787.01, relating to kidnapping.
- (m) Section 787.02, relating to false imprisonment.
- (n) Section 787.025, relating to luring or enticing a child.
- (o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (s) Section 794.011, relating to sexual battery.
- (t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (u) Section 794.05, relating to unlawful sexual activity with certain minors.
- (v) Chapter 796, relating to prostitution.
- (w) Section 798.02, relating to lewd and lascivious behavior.
- (x) Chapter 800, relating to lewdness and indecent exposure.
- (y) Section 806.01, relating to arson.
- (z) Section 810.02, relating to burglary.
- (aa) Section 810.14, relating to voyeurism, if the offense is a felony.
- (bb) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (hh) Section 826.04, relating to incest.
- (ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- (jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- (kk) Former s. 827.05, relating to negligent treatment of children.
- (ll) Section 827.071, relating to sexual performance by a child.
- (mm) Section 843.01, relating to resisting arrest with violence.
- (nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (oo) Section 843.12, relating to aiding in an escape.
- (pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(qq) Chapter 847, relating to obscene literature.

(rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.

(ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.

(tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(vv) Section 944.40, relating to escape.

(ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(xx) Section 944.47, relating to introduction of contraband into a correctional facility.

(yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(zz) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

Attestation

Under penalty of perjury, I, _____, hereby swear or affirm that I meet the requirements for qualifying for employment in regard to the background screening standards set forth in Chapter 435 F.S. In addition, I agree to inform my employer immediately if arrested for any of the disqualifying offenses while employed by or contracting for the Child Advocacy Center.

Employee/Contractor Signature

Title

Date

2020-2021 DCF Trust Fund Monthly Services Detail Report

Upload to Track-It No later than the 10th of the Month

CAC Name: _____

CAC #: _____

	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver Seen with trust fund dollars													0

Definitions:

Augmented Services – services delivered to families or children that increase the number of units of service delivered to the same family or children, or services delivered that increase the number of units of service and the number of families or children served that do not duplicate services provided by state agencies.

Unduplicated Services – services that are not already provided by state agencies.

Instructions:

1 Insert the units of service delivered for the current month and the previous month(s) in row #1. You are reporting the number of units of service that augment current services and those that do not duplicate services that are provide by other state agencies. This comes from the total of column F on the Monthly Services Detail Report.

YTD will automatically calculate. The total YTD at the end of the contract period should represent the number listed in Exhibit C #4 of your Trust Fund Agreement.

Insert the number of clients seen for the current month and the previous month(s) in row #2. This comes from the total of column D on the Monthly Services Detail Report.

2 Note: this may not be the same number as listed for units of service.

YTD will automatically calculate.

Note: If your previous month(s) numbers have changed from prior submissions, highlight and provide explanation for the change.

I certify that the above is true and a correct reflection of this period’s activities, as stipulated in this agreement.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

