

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

Item # 44

SUBJECT: Fixed Price and Cost Reimbursement Contract with Community Based Care of Seminole

DEPARTMENT: Sheriff's Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date 11/09/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approval and authorization for the Chairman to sign and process the associated BAR for the Sheriff's Office, and to approve one additional position to the Sheriff's Office headcount.

BACKGROUND:

The Seminole County Sheriff's Office requests that the Board of County Commissioners approve the Chairman to sign the associated Budget Amendment Request to enter the contract amount of \$67,674 into the Seminole County Sheriff's Office budget, and to add an additional position to the Sheriff's Office headcount.

A fixed price and cost reimbursement contract for \$67,674 has been received from Community Based Care of Seminole (CBCS). The fixed price of \$37,674 is for a new Family Services Specialist position to be created and filled. This new employee will deliver diversion and preventative services. The Sheriff's office will bill the CBCS for a fixed \$4,186 monthly in order to offset the cost of this new employee. The cost reimbursement of \$30,000 is related to "Flex Fund" dollars, used to assist family and children to help prevent possible removal of the children and/or divert ongoing supervision by CBCS. One new position is associated with this contract with no matching General Fund dollars required.

Reviewed by:
Co Atty: _____
DFS: _____
Other: RE JB
DCM: SS
CM: KB
File No. CSH000

2004-R-

BUDGET AMENDMENT REQUEST

DFS Recommendation	
Betty Newton ^{BN}	10/20/04
Analyst	Date
Budget Manager	Date
Director	10/21/04
	Date

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Sheriff's Office**
 Fund(s): General Fund

PURPOSE: A fixed price and cost reimbursement contract for \$67,674 received from Community Based Care of Seminole (CBCS) for FY'04/05. The fixed price of \$37,674 is for a Family Services Specialist to deliver diversion and preventative services at \$4,186/month for 9 months. The cost reimbursement of \$30,000 is related to "Flex Fund" dollars, used to assist family and children to help prevent possible removal of the children and/or divert ongoing supervision by CBCS.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00100-369330		Miscellaneous-Sheriff	\$ 67,674
Total Sources			\$ 67,674

Uses:

Account Number	Project #	Account Title	Amount
013001-590963.02	Personnel Services		\$ 37,674
013001-590963.03	Operating		30,000
013001-590963.05	Capital Outlay		0
Total Uses			\$ 67,674

BUDGET AMENDMENT RESOLUTION

This Resolution, 2004-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Daryl G. McLain
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

MEMORANDUM: ADMINISTRATIVE SERVICES 1703-04-085

TO: Kevin Grace, County Manager

FROM: Penny Fleming, Chief, Administrative Services

DATE: October 18, 2004

SUBJECT: Fixed Price and Cost Reimbursement Contract with
Community Based Care of Seminole

The Seminole County Sheriff's Office and Community Based Care of Seminole (CBCS) have entered into a fixed price and cost reimbursement contract in the amount of \$67,674. The fixed price of \$37,674 is for a Family Services Specialist, who will be a new Sheriff's Office employee and who shall deliver diversion and preventative services. The cost reimbursement in the amount of \$30,000 is related to "Flex Fund" dollars, used to assist family and children to help prevent possible removal of the children and/or divert ongoing supervision by the CBCS. We are requesting the Board of County Commissioners to authorize the Chairman to sign the associated Budget Amendment Request and to process the corresponding adjustment to the Sheriff's Office budget.

It is respectfully requested that this item be placed on the agenda for the Board of County Commissioners meeting on Tuesday, November 9, 2004.

The BAR and associated contract are attached.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 665-6617 or Rob Forlini at 665-6536.

C: Lisa Spriggs
Director of Fiscal Services

**COMMUNITY BASED CARE OF SEMINOLE
CONTRACT AMENDMENT #001
CONTRACT # 040513**

THIS AMENDMENT, entered into between Community Based Care of Seminole hereinafter referred to as "CBCS" and the Seminole County Sheriff's Office hereinafter referred to as the "provider", amends contract #040513.

1. The Community Based Care of Seminole Standard Contract, page 6, Article III, paragraph 3.1, sentence one is hereby amended to read:

"...Network Provider shall accept as payment in full the amount or the amounts set forth in the fee schedule for such Services, outlined in **Attachment i** of this contract which will not exceed \$67,674.00, subject to the availability of funds."

2. The Community Based Care of Seminole Standard Contract, page 7, Article III, paragraph 3.3, sentence one, is hereby amended to read:

"...Network provider shall use its best efforts to submit all Invoices for Services each month timely and in accordance with the terms and conditions set forth in Attachment I....."

3. The Community Based Care of Seminole Standard Contract, page 10, under "IN WITNESS WHEREOF" is hereby amended to read:

"IN WITNESS WHEREOF, the parties hereto have caused this 27 page contract to be executed by their undersigned officials as duly authorized."

4. Attachment I, pages 11 through 18 are hereby deleted and Attachment I, pages 11 through 27 are hereby inserted.

This amendment shall begin on October 01, 2004.

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.

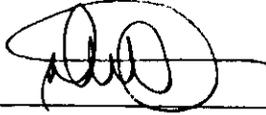
All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

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

IN WITNESS THEREOF, the parties have caused this nineteen (19) page amendment to be executed by their officials thereunto duly authorized.

NETWORK PROVIDER:
Seminole County Sheriff's
Office

SIGNED BY: _____



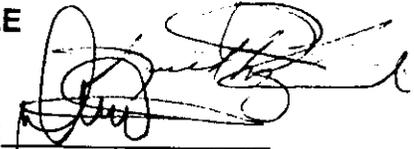
NAME: Donald F. Eslinger

TITLE: Sheriff of Seminole County

DATE: 6/8/04

**COMMUNITY BASED CARE
of SEMINOLE**

SIGNED BY: _____



NAME: Ron Zychowski

TITLE: Executive Director

DATE: 6/08/04

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

(1) Advance Payment - A payment situation whereby under certain circumstances it is possible to make a portion of the contract funds available to a provider prior to the delivery of services or expenditure of funds by the provider. Advance payment may be used only when authorized by the State's Appropriations Act or expressly authorized by other law: Advances may be made only to not-for-profit corporations or governmental agencies.

(2) Amendment - A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.

(3) Contract - A contract, for the purposes of this document, is a formal written agreement between CBCS and an individual or organization for the procurement of services.

(4) Contract Manager - The CBCS employee responsible for enforcing the performance of contract terms and conditions. The CBCS contract manager is the primary point of contact through which all contracting information flows between CBCS and the provider.

(5) Cost Reimbursement - Method of payment used when CBCS reimburses the provider for actual expenditures incurred in accordance with a line item budget.

(6) Exhibit - Information appended to an Attachment I or any other contract attachment.

(7) Invoice - A completed and timely submitted document used by the provider to request payment from CBCS.

(8) Method of Payment - This is the section of the Attachment I that specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to CBCS, and any special conditions pertaining to payment of contract invoices.

(9) Provider - An organization or individual providing services or materials to CBCS in accordance with the terms of the contract.

(10) Provider Fiscal Year - An accounting period of twelve consecutive months.

(11) State Fiscal Year - An accounting period of twelve consecutive months starting on the first day of July and ending on the last day of June.

b. Program or Service Specific Terms

(1) Child - Any unmarried dependent, or person alleged to be dependent, under the age of eighteen years who has not been emancipated by order of the court or otherwise had the disabilities of non-age removed.

(2) Child Safety Assessment - An assessment with the purpose of determining the critical factors which may place the child(ren) in imminent danger of harm.

(3) Contracted Community-Based Care Agency - In accordance with s. 409.1671 F.S., a not-for-profit provider with whom the department contracts for the provision of services.

(4) Crisis Services - are intensive services that are provided to families to de-escalate or stabilize situations that threaten the health, safety or well-being of children and, that might lead to the child being removed from the home if intensive services were not implemented.

- (5) Dependency Case Manager** - means a child welfare professional with the primary responsibility of the delivery/coordination of services to children and their families that are designed to ensure the safety and well-being of the child, and to improve the conditions or functioning of the family.
- (6) Diversion Services** – services for families coordinated and identified through the Seminole County Sheriff's Office Child Protective Services Division that provides aid in the form of Community Support Services and Flex Funding to families who are in need of some assistance to improve their quality of life and support for the care and daily activities of their children that does not necessitate removal of the child or the family needing ongoing protective supervision by CBCS.
- (7) Early Services Intervention (ESI)** - is the staffing process requested by the PI that engages case management services for children and families and through which the primary case management responsibilities are transferred from the PI to the dependency case manager.
- (8) Family** - A collective body of persons consisting of a child and parent, legal custodian, or adult relative.
- (9) Family Services Specialist** – employee of the Seminole County Sheriff's Office Child Protective Services Division who serves as a liaison between the SCSO and community service providers. The Family Services Specialist is responsible for coordinating referrals for community support services for families in need of services, and to provide routine follow-up and monitoring of these cases. By serving as a liaison the Family Service Specialist will not only assist the PI in the identification of community resources that can assist families but also divert the family from needing ongoing protective supervision.
- (10) Flex Funds** – for the purpose of this contract, funding that has been made available to the provider to assist the family and child to help prevent possible removal of the child(ren) and also may divert ongoing supervision by CBCS by the purchase of goods or services for the home

and family. This may include but is not limited to; counseling services, rent and utilities payments, repair services for the home, clothing and food items for the family.

(11) Intake and Placement Agency (I & PA) - means the agency contracted by CBCS to locate an appropriate licensed out-of-home placement for a child(ren) taken into custody by the PI, or to find subsequent placement for a child when there is a disruption in the child's current placement or as a result of a step-down from a higher level of care setting. The I & PA also authorizes and facilitates access to Crisis Response services and provides support to relative caregivers.

2. General Description

a. General Statement

The Seminole County Sheriff's Office Child Protective Investigator (PI) has the responsibility of investigating allegations of child maltreatment and threatened harm reported to the Florida Abuse Hotline. CBCS has the responsibility of providing services and supervision to those children and families identified by SCSO as in need of formal and ongoing protective services due to the presence of risk factors that suggest that the child's safety or well-being can not reasonably be ensured with less formal supports and services.

There are occasions where the PI may be able to prevent children from being removed from their homes (or the homes of relatives) if they had better access to community services and access to funding to purchase goods or services for the family. In other situations the PI may be able to divert the need for ongoing protective services altogether with the use of these flex funds and referrals to community support services that can assist the family and reduce and prevent further risk to the child(ren).

Flexible funds (flex funds) is a source of funding that may be used by the PI when the PI has an open investigative case and the services or goods to be provided will either prevent the child's removal or divert a referral for ongoing case management to the CBCS contracted case management provider.

b. Authority

Section 409.1671, F.S., authorizes the privatization of foster care and related services.

CBCS provides and authorizes additional funding that will result in a diversion of the family from ongoing formal case management.

c. Scope of Services

Flex funding shall be accessed when there is an open investigative or protective services case and it has been identified that the purchase of services or goods are needed to alleviate stress to the family, reduce risk to the child and assist in not having the child removed from the home. Diversion Community Support Services assistance will be provided to the SCSO PI by the SCSO Family Services Specialist when it has been identified that there is a need of assistance to the family but that which does not necessitate ongoing protective services supervision. Monitoring of these families will continue until it has been established that the services coordinated have been successful and target risk factor(s) have been resolved or have lessened to the point the child(ren) is/are no longer at-risk.

d. Major Program Goals

The major goal of the Diversion and Prevention contract is to maintain the child in the home with his/her family, ensuring risk is resolved and/or reduced to the point the family can function successfully on their own without ongoing protective services supervision.

3. Client Eligibility

a. General Description

Diversion Community Support Services will be coordinated through the SCSO Family Services Specialist after the SCSO PI assigned to a child abuse investigative case has identified that there is a degree of risk to the child and family and that the family is in need of services but the risk and need for services do not necessitate ongoing protective services supervision. The

case will be staffed with the Family Services Specialist and determined if the family meets criteria for diversion services.

The SCSO Child Protective Services Division may access flex funds only when they have an open Seminole County investigative case involving a family, with a child that is under the age of 18 years and the use of the funds will either (a) prevent placement or (b) divert the family from ongoing case management services.

b. Client Eligibility

Access to flex funds and diversion community support services will be provided to families of Seminole County through the SCSO Child Protective Services Division when there is an open case of abuse and/or neglect, there are children in the home under the age or 18 years and a need for services outside of protective services supervision has been identified. Flex funds may also be accessed even in the event protective services is needed to resolve any immediate needs the family may have and can eliminate the removal of the child.

c. Client Determination

(1) The SCSO Family Services Specialist in coordination with the SCSO Protective Investigator will have the authority to determine eligibility for diversion services. Flex funds will be authorized by a senior level of management of the SCSO Child Protective Services Division.

(2) CBCS has final determination of client eligibility on all referrals.

d. Contract Limits

(1) The Diversion and Prevention program will serve at a minimum ninety (90) families during the contract period.

(2) Flex Funds may not exceed the amount of funding allocated in this contract for flex funds.

Flex funds may only be used when there is a clear connection between the service or product delivered to meet the needs of the child and the prevention of the need to place in substitute care, or to prevent a referral to ongoing case management.

Flex funds may only be used to address the necessities of life, rather than what is merely desirable. The funds can only be accessed while an investigative case is open. If the protective investigator is providing flex funds to a family to prevent a removal they must demonstrate that the cost of the service(s) or good(s) does not exceed the projected cost of the out-of-home placement episode. This is calculated by multiplying the number of children, number of days it is projected that the children would be in care, and the cost of the daily rate (average cost if actual cost is not available) of placement. In situations where the PI is accessing flex funds to prevent a placement, the PI may still need to access ongoing case management services or crisis services. The flex fund service may have in that situation only allowed the PI the capacity to implement a safety plan that reduces the risk to the child and/or may have prevented the child from being removed but the family is still in need of in-home supervision. An example might be: purchasing a new front door for the family and installing dead bolt locks that prevent a toddler from exiting the home. This would address the immediacy when this is the method of access the child has used to leave the home on several occasions, however because of information from collaterals which indicate that inadequate supervision is a frequent concern the necessity of ongoing case management would still be evident.

B. Manner of Service Provision

1. Service Tasks

a. Task List

The provider will:

(1) develop a referral form to be used by the SCSO PI to refer families to the diversion program for services. The form should include but not be limited to; description of situation of family, risk factors identified, services needed, services placed in home or implemented to date, outcome of referral.

(2) create Child Protective Services CAFÉ (Sheriff's incident reporting system) reports and conducts follow-up with law enforcement officers/deputies in the appropriate jurisdiction who initiate co-response with Child Protective Services Investigators and informs them of case status;

(3) coordinate with law enforcement officers to perform routine, unannounced home status checks on families in need of diversion services and maintain narrative supplemental reports on CAFÉ when appropriate as a means of updating reports and communication in such cases.

(4) prepares and maintains logs of records of client delivery and information as required;

(5) develops, coordinates and implements community relations programs designed to educate, inform, and involve the public sector in intervention and preventive measures regarding child abuse and neglect.

(6) arrange, attend and record/log community events and provide information and materials regarding child abuse and neglect awareness and prevention;

(7) develop and implement a flex fund log that describes purpose/reason for flex funds, goods and services being requested and outcome of request i.e. approved or denied.

b. Task Limits

Diversion Community Support Services and Flex Funds services may only be authorized and approved for families with an open investigative case with the Seminole County Sheriff's Office

2. Staffing Requirements

a. Staffing Levels:

A qualified Family Services Specialist will be hired and maintained by the provider to deliver the agreed upon services of this contract.

b. Professional Qualification

The network provider shall employ personnel who have demonstrated qualities which enable them to perform the designated duties outlined in this attachment that meet the requirements documented in the provider's position description.

c. Staffing Changes

The provider shall fill vacant positions within thirty (30) calendar days of availability and document all efforts.

d. Subcontractors

This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location & Equipment

a. Service Delivery Location

(1) Services and goods shall be delivered in the home of the client.

b. Service Times

(1) The administrative offices shall be open from 8:00 AM to 5:00 PM Monday through Friday with the exception of provider recognized holidays.

(2) The provider will have the capability to provide and make available services twenty-four hours a day, seven days a week, for family emergencies and/or when emergent need is determined by the protective investigator to prevent removal of the child(ren) from the home.

c. Changes in Location

The provider will notify the contract manager at least thirty (30) calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's administrative office or service delivery.

d. Equipment

Sufficient equipment to deliver the agreed upon services shall be provided and maintained by the provider.

4. Deliverables

a. Service Units

(1) A service unit is a month of Diversion and Prevention services in accordance with the terms and conditions of this contract.

b. Records and Documentation

(1) **Flex Dollar Request Form:** The PI (or Family Services Specialist/FSS) will complete a Flex Dollar Request Form each time they access funds for a family. The form must be signed by the PI/FSS and their immediate supervisor and submitted to the staff person that the Sheriff's Office (SCSO designee) designates for authorization, prior to the expending of funds. The Sheriff's Office must have a process in place that allows access/authorization of funds 24/7, this may simply be that the vendor agrees to a delay in payment until the next business day. In all situations the approval of the SCSO designee must be obtained.

(2) **Proof of Purchase/Expense:** The SCSO will need to provide receipt of purchase/service, which includes client identification, as evidence of the expending of funds. The receipts should be originals and attached to the flex fund request. In situations where the client identification on a receipt can not be obtained (i.e. purchases from grocery stores) the PI/FSS may denote the client name. All receipts should be itemized or include descriptors identifying what has been purchased and the date of purchase.

(3) **HomeSafenet:** The PI should record on a chronological the use of flex funds and what has been purchased for the family.

(4) **ESI:** The PI will indicate at the time of ESI if funds have been expended for the family.

(5) **Community Support Services:** The provider will document on a referral form and log the name of family and family members receiving diversion services i.e. demographic information, CSA report number, who is providing the community support services (name of community agency providing service(s)), reason for services referral, date referred. This information must be maintained electronically and sent to CBCS on a monthly basis. This information will also be input into HSN via a chronological note prior to protective investigation being closed.

c. Reports

(1) Monthly Report: A monthly report will be due to the CBCS contract manager by the 15th working day of each month. The monthly report shall include but not be limited to;

- (a)** name of family to include list of family members with dates of birth and social security numbers
- (b)** CSA #
- (c)** date of referral
- (d)** reason for referral
- (e)** services provided.i.e. flex funds, community support services or both and specifically what was provided. If flex funds, amount of flex funds provided.
- (f)** number of cases opened for the month.
- (g)** number of cases carried over from previous month
- (h)** number of cases closed and conclusion i.e., community support services successful, further assistance needed, staffed for ESI, etc.

(2) Annual Report: An Annual Report will be completed and submitted to the contract manager within 45 days of the end of the contract and/or on or before August 15, 2005. The Annual Report shall include but not be limited to: total dollar amount of flex funds expended, name of family flex funds were utilized for and what service was provided to the family, total number of families who were recipients of diversion community support services and what services the family received from the diversion community support services program.

5. Performance Specifications

a. Performance Measures

(1) 90% of children served will have no additional abuse and/or neglect calls to the Florida Abuse Hotline with findings of abuse or neglect within one year (12 consecutive months) from the original call initiating diversion services.

b. Performance Evaluation Methodology

(1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the

contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, CBCS, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If CBCS affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, CBCS must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of CBCS.

(2) This outcome in B.5.a.(1) will be measured by taking the number of children whose case was closed with diversion services during the previous contract period, with no subsequent findings of abuse, neglect, or abandonment during the 365 calendar days after case closure, divided by the total number of children whose cases were closed during the previous contract year. A special data inquiry will be completed by CBCS to determine if this outcome is met.

6. Provider Responsibilities

a. Provider Unique Activities

(1) Comply with all rules, regulations, and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the provider. The provider hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.

(2) Develop knowledge of and relationships with other appropriate community resources and programs to provide necessary services for the families served.

b. Coordination with Other Providers/Entities

(1) Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.

(2) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

7. CBC Responsibilities

a. CBC Determinations

(1) CBCS reserves the exclusive right to make certain determinations. The absence of CBCS setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.

(2) CBCS reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by CBCS either directly or through any one of its contracted community-based care agencies.

(3) CBCS reserves the right to determine satisfactory performance of the provider in carrying out tasks and completing deliverables specified in this contract through review of status reports on deliverables and reports on service tasks to be submitted by the provider and programmatic monitoring conducted by CBCS.

(4) Final authority in all disputes related to this contract rests solely with CBCS. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.

b. Monitoring Requirements

The provider will be monitored in accordance with existing CBCS procedures.

C. Method of Payment

1. Combination Method of Payment

This is a combination fixed price and cost reimbursement contract with an advance payment. Total contract amount of all methods of payment will not exceed \$67,674.00, subject to the availability of funds.

2. Fixed Price Method of Payment – Diversion Community Support Services

CBCS agrees to pay the provider for the delivery of diversion and prevention services at **\$4186.00** per month for months October 01, 2004 through June 30, 2005 in accordance with the terms and conditions of this contract for a total amount not to exceed **\$37,674.00**, subject to the availability of funds. The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice for services by the 25th day of the current month for which reimbursement is being requested. See table below:

Service Month	Amount of Payment	Invoice due
October	\$4186.00	October 25, 2004
November	\$4186.00	November 25, 2004
December	\$4186.00	December 25, 2004
January	\$4186.00	January 25, 2005
February	\$4186.00	February 25, 2005
March	\$4186.00	March 25, 2005
April	\$4186.00	April 25, 2005
May	\$4186.00	May 25, 2005
June	\$4186.00	June 25, 2005

3. Advance Payment Method of Payment – Flex Funds

CBCS has agreed to advance the provider funds for flex funds the first month of the contract (August 2004) in the amount of **\$4500.00**. All reimbursement requests for the second thru eleventh months (September, 2004 through June, 2005) shall be based on the submission of monthly actual expenditures reports beginning with the first month of the contract. Total flex funds reimbursement shall not exceed **\$30,000.00** for the contract period, subject to the availability of funds.

4. Cost Reimbursement Method of Payment – Flex Funds

This is a cost-reimbursement method of payment. CBCS shall reimburse the provider for allowable expenditures incurred per month for months two thru nine (September, 2004 – April, 2005), pursuant to the terms and conditions of the contract related to flex funds for a total dollar amount not to exceed **\$30,000.00**, for the contract period, subject to the availability of funds. There shall be no contractual monthly limit of flex funds

expenditures. The network provider may use discretion in the approval of the amount of flex funds per client that is being requested. The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice for services within fifteen (15) days of the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. For months ten and eleven (May and June) the provider will reconcile one half of the advance payment granted in August 2004 less actual expenditures of current month. See table below:

Month	Amount of Payment
August	\$4500.00 (advance payment)
September	N/A
October	N/A
November	N/A
December	N/A
January	N/A
February	N/A
March	N/A
April	N/A
May	Recoupment of ½ of August advance less actual expenditures for current month.
June	Recoupment of ½ of August advance less actual expenditures for current month.

5. Invoice Requirements

- a. The provider shall request payment on a monthly basis through submission of a properly completed **Invoice for Services** within fifteen (15) calendar days following the end of the month for which expenses were incurred for flex funds and by the 25th day of the current billing month for which reimbursement is being requested for the diversion community support services.
- b. Payments may be authorized only for an amount not to exceed the total amount of each method of payment as authorized by this contract.

5. Supporting Documentation Requirements

- a. Flex Funds – Cost Reimbursement

Receipts are required for all expenses incurred and must be included with the submission of the Invoice for Services. SCSO Child Protective Services Division shall submit records, prior to or concurrent with the monthly request for payment, documenting the total number of recipients of services, including the dates that services/goods were provided and the name of each family to whom services were provided, so that an audit trail, billing record, and data inquiry for outcomes can be maintained. For clarity purposes the expense should be attributed to the primary parent in the family (the mother, or father when the mother is not in the household). Records submitted shall list each recipient by first and last name, Social Security Number, and date of birth.

b. Diversion and Prevention Services - Fixed Price

The provider will submit the monthly report prior to or concurrent with the monthly invoice request for payment so that an audit trail, billing record, and data inquiry for outcomes can be maintained.

D. Special Provisions

1. This contract may be renewed for one term no to exceed one year. 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.
2. The provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy and Policy and Conservation Act (Public Law 94-163).

E. Exhibits

1. **Exhibit A**, Flex Funds Request Form

Exhibit A Flex Funds Request Form

PRIMARY PARENT (This should be the mother unless the mother is not in the household)
 Name: _____ SS # _____ DOB _____

CSA REPORT # _____

REASON FOR SERVICES (Circle One): Prevent Removal Prevent Need for Case Management Other (explain):

Listed below are the requested services and dollar amounts

SERVICES	DOLLAR AMOUNT

If the reason for services was to prevent removal complete the following:

Cost avoidance calculation

List separately if you estimate that some of the children would have unequal projected placement costs.

- A. Projected length of stay or extension (# of days or months). _____
 - B. Number of children in family at risk of placement. _____
 - C. Unit costs of placement for each child (indicate daily or monthly rate). _____
 - D. Total projected costs of placement or extension of placement. _____
 (Formula: A x B x C = D "projected placement costs avoided")
- TOTAL ANTICIPATED PLACEMENT COSTS (D above) _____
- TOTAL COST OF SERVICES REQUESTED (LISTED ABOVE) _____

Worker Signature _____

Date _____

Supervisor Signature _____

Unit # _____

AUTHORIZATION

The request for flex fund spending is APPROVED DISAPPROVED. (CIRCLE ONE)

Level of funding approved: _____

Comments: _____

AUTHORIZING PERSON: (Print Name) _____	Date _____
SIGNATURE _____	TITLE _____