

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 4, 2018 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing
 Department
 Submitted By: Youth Services Department
 Submitted For: Outreach and Community Programming Division

I. EXECUTIVE BRIEF

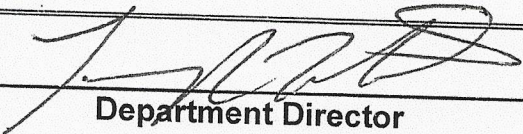
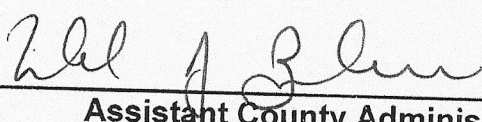
Motion and Title: Staff recommends motion to approve: Amendment #0002 to Inter-Agency Agreement with the Florida Department of Children and Families (DCF) (R2016-1826) (Amendment 2), effective the date on which the Amendment has been signed by both parties, with automatic renewals, to clarify the documentation required to be submitted for reimbursement of eligible expenses consistent with Title IV-E under the Social Security Act, at no additional cost to the County.

Summary: In December 2016, the Board approved an Inter-Agency Agreement (Agreement) with DCF to certify local funds as a State match, for reimbursement of eligible expenses consistent with Title IV-E under the Social Security Act. In August 2017, the Board approved Amendment #0001 to the Agreement with DCF (R2017-1087) (Amendment 1) to revise the automatic renewal date and to clarify reporting/evaluation requirements. Also in August 2017, the Board approved the current Community Based Agency Contract with The Children's Home Society of Florida (CHS) (R2017-1088) (Contract) to offer pre- and post-adoption support services for services through June 30, 2018, with a one-year renewal option. DCF receives federal funding and calculates reimbursement to the County using the Florida Safe Families Network (FSFN) Title IV-E Adoption Client Eligibility Rate for the month of service, after which a 50% reimbursement rate is applied. During a recent audit of DCF, the State identified some issues involving Title IV-E documents submitted for reimbursement. This Amendment clarifies the required reimbursement documentation to be submitted to DCF. Countywide (HH)

Background and Justification: Palm Beach County Board of County Commissioners, through the Youth Services Department, was approved for funding for Adoption Assistance Activities, defined by Section 473 of the Social Security Act, by DCF. On December 6, 2016, the Board approved the Agreement with DCF for reimbursement of services under Title IV-E Adoption Assistance. On August 15, 2017, the Board approved Amendment 1 with DCF which revised the reporting/evaluation requirements, and the timeframe for automatic renewals, from October 1st to July 1st, and approved the Contract with CHS to provide the pre- and post-adoption services. The pre- and post-adoption services are provided by CHS and the County submits for allowable reimbursement by DCF. The overarching goal of the program is to reduce the length of stay for children in the dependency system. The program will work with case management by providing in-home and out-of-home services. It will provide an opportunity for both the child and the prospective adoptive parent(s) to gain support, understanding, and the opportunity to work out transition issues prior to, during, and after adoptive placement.

Attachment:

1. Amendment #0002 to Inter-Agency Agreement with DCF

Recommended by:  11/9/18
 Department Director Date
 Approved by:  11/27/18
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenue	(\$18,000)*				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$18,000)*				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?

Yes X No

Does this item include the use of federal funds?

Yes No X

Budget Account

Exp No:

Fund

Dept

Unit

Obj

Rev No:

Fund

Dept

Unit

Obj

0001

154

2531

6943

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The fiscal impact associated with this Agreement is an estimate* based on the Title IV-E Adoption Client Eligibility Rate of 72%, after which a 50% reimbursement rate is applied. This rate changes on a monthly basis and therefore, the exact fiscal impact cannot be determined at this time. Revenues received will offset the cost of pre/post-adoption services provided by the Children's Home Society (R2017-1088).

*\$50,000 (services rendered by CHS) x 72% (Title IV-E Rate) x 50% (reimbursement rate, DCF) = \$18,000 Anticipated Revenue.

Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Debra Rouse 11/13/18
OFMB
8/11/18
11/13/18
Ann J. Jacobson 11/21/18
Contract Development & Control
11/21/18 TW

B. Legal Sufficiency:

Debra C. Hight 11-21-18
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AMENDMENT #0002

THIS AMENDMENT, entered into between the State of Florida, **Department of Children and Families**, hereinafter referred to as the “Department” and **Palm Beach County, a Political Subdivision of the State of Florida**, by and through its Board of Commissioners, hereinafter referred to as the “**Agency**” amends the Inter-Agency Agreement YJI02 (R2016-1826) pursuant to section 409.017, F.S.

Amendment 0001 (R2017-1087) revised Section 7, Terms and Conditions, item a) and revised pages 6 and 7 of Attachment A, Description of Services.

The purpose of Amendment 0002 is to delete pages 1-10 of the Inter-Agency Agreement (R2016-1826) and all pages of Amendment 0001 (R2017-1087) and replace with revised pages 1 through 9, attached hereto, of the Inter-Agency Agreement, as amended.

Remainder of Page Intentionally Left Blank

This Amendment shall begin on **November 1, 2018** or the date on which the amendment has been signed by both parties, whichever is later.

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

All provisions not in conflict with this amendment and any prior amendments thereto are still in effect and are to be performed at the level specified in the Inter-Agency agreement with the department.

This Amendment and all its attachments are hereby made a part of the Inter-Agency Agreement with the department. IN WITNESS THEREOF, the parties hereto have caused this **eleven (11)** page Amendment to be executed by their officials thereunto duly authorized.

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

SIGNED BY: _____

PRINT NAME: _____

TITLE: Mayor

DATE: _____

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Youth Services Department

Inter-Agency Agreement (November 1, 2018)
Attachment A, Description of Services
Attachment A-1, TITLE IV-E Local Match Funding Program Description
Attachment B, Claim Submission Form

**FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES**

SIGNED BY: [Signature]

PRINT NAME: Vern Melvin

TITLE: Regional Managing Director

DATE: 10-29-18

**Inter-Agency Agreement
with the
Florida Department of Children and Families**

This Inter-Agency Agreement (Agreement) is entered into between the Florida Department of Children and Families (hereinafter referred to as "the Department") and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as "the Agency") and pursuant to section 409.017, F.S.

1. Purpose: This Agreement will allow the Agency to submit claims to the Department for services that are consistent with the Social Security Act, sections 473 and 474, including:
 - a) Eligible services under Title IV-E Adoption Assistance as defined by the Social Security Act, section 473 up to the amount specified in Attachment A, Description of Services.
2. Certification of match: The Agency shall certify that the expenditures were made from public funds (45 CFR 235.66) and agrees to maintain documentation, such as invoices and billing receipts, of the amount of the expenditures and that these funds were not used to match any other Federal grant.
3. Departmental responsibilities:
 - a) The Department shall provide the technical assistance necessary for the Agency to file claims with the Department for reimbursement under Title IV-E of the Social Security Act.
 - b) The Department shall submit to the federal government the CB-496 federal report for administration of the Title IV-E program for the purpose of receiving federal reimbursement for eligible expenditures made and claimed by the Agency. The Department's obligation to reimburse local agencies under this Agreement is subject to and contingent upon the Department's receipt of the federal reimbursement.
 - c) The Department shall communicate to the Agency in a timely manner any changes in state or federal policy that will require an adjustment of this Agreement.
 - d) The Department agrees to amend this Agreement with additional services or a modification of services provided as appropriate.
4. Agency claim submission documentation responsibilities:
 - a) The Agency shall make claims for costs associated with the delivery of eligible services included in Attachment A, Description of Services.
 - b) The Agency shall ensure that all costs claimed through the Department are supported by documentation that will include copies of paid invoices, payroll records, time studies and approved methods for application of direct and directly

allocated costs in accordance with Attachment A, Description of Services. The Agency shall further ensure that all claims are based on actual costs incurred.

- c) The Agency shall submit a claim to the Department on a monthly basis by the 30th day of the month following the month of service. The Department retains the right to reject any claims submitted 60 days after the month of service.
- d) The Agency shall use the Department's approved claim format attached to this Agreement (Attachment B, Claim Submission Form) as the claiming document. Attachment B shall be completed and signed by an authorized employee of the Agency.
- e) Monthly Eligibility Rates for Adoption Assistance are generated in Florida Safe Families Network (FSFN). This report provides the count of children receiving child welfare services (Foster Care or In-Home Services) as of the report date, the count with an active eligibility type appropriate to the services being received, and the group eligibility rate for federal reporting purposes. The report provides the information for each of the last three months (based on the Report Date entered) and a three-month average. This report may be obtained by contacting the local contract manager listed in item 7(f) of this Agreement.

5. Mutual responsibilities:

- a) The Department and the Agency understand and agree to fully comply with Section 409.017, F.S., 65C-19, Florida Administrative Code, OMB Circular 2 CFR 200, Uniform Guidance, Policy Announcement ACYF-CB-PA-97-01.
- b) The Department and the Agency shall each maintain adequate and separate accounting records. Both parties shall permit audit and/or examination of all such records, procedures and accounts at any reasonable time by authorized personnel of the U.S. Department of Health and Human Services or other pertinent federal agencies and authorized personnel of the Agency, the Department, the state Auditor General and other appropriate State entities. Personnel of such entities shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items, which are pertinent to the performance or payment under this Agreement, in order to audit, examine, or make excerpts of such records.
- c) The Department and the Agency understand and agree that payment and satisfaction of reimbursement under this Agreement will be from federal funds and that any false claims, false statements, false documents, or concealment of a material fact, may be prosecuted under applicable federal or state laws. The Department and the Agency also agree to retain for six years (or longer if under audit) such records as are necessary to fully disclose the extent of activities provided to individuals under the Title IV-E State Plan. The Department and the Agency also agree to furnish upon request all information regarding any reimbursement claimed for providing such activities.

- d) The Department and the Agency agree to safeguard and hold confidential client case record information required under any Federal or State statute, including Section 471 (a)(8) of the Social Security Act [42 USC §671(a)(8)].

6. Disallowance:

- a) If, during the term of this Agreement or afterward, the federal government declares a disallowance of federal funds or a deferral of federal payments and withholds funds from the Department because of a failure of the Agency to comply with the provisions of this Agreement, the Agency shall be liable to the Department for such monetary disallowance, which will be adjusted in the next claim. If there is no further claim the Agency shall, within 45 days from the Department's request, compensate the Department in the amount equal to the disallowance less any administrative costs.
- b) In any disallowance or deferral action by the federal government, should the Agency decide to contest such action with the Department's consent, the Agency shall be responsible for all legal fees and costs associated with the defense against the disallowance action. The Department shall cooperate with the Agency in the defense of such actions by making available Department staff to provide technical assistance to the Agency in preparing and prosecuting the Agency's defense, but the Department assumes no other liability for the defense of the disallowance.

7. Terms and conditions:

- a) This Agreement shall become effective when executed by both parties and shall be automatically renewed annually on June 30th, unless either party provides written notification of termination in the manner set forth herein, a minimum of thirty (30) days prior to the annual renewal date.
- b) The Department will consider all requests to modify the Inter-Agency Agreement between each annual renewal date. This Inter-Agency Agreement shall only be modified by a written agreement signed by all parties. Any such modification shall be effective as of the execution date of such written agreement.
- c) The Department and Agency understand and agree that participation in the Title IV-E reimbursement program requires that this Agreement be fully executed prior to submission of any IV-E claims for reimbursement.
- d) Either party may terminate this Agreement by serving a minimum thirty (30) days written notice to the other party. In order to assist the Agency in transitioning, the Department will agree to extend this time frame, upon request by the Agency, whenever possible this Inter-Agency Agreement shall only be modified by written agreement signed by all parties. Any such modification shall be effective as of the date of such written agreement.
- e) The Agency agrees to submit claims to the Department for eligible services in accordance with the limits set forth in Attachment A, Description of Services.

- f) Whenever either party desires to give notice of termination to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified by the receiving party below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for giving notice in this section. For the present, the Department and Agency designate the following:

The persons and addresses designated by the parties for receiving any notices of termination are:

For the Agency:
Palm Beach County Youth Services Department
Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

For the Department, (Southeast Region):
Patty Tilford, Regional Program Administrator, Contracts
111 S. Sapodilla Ave.
West Palm Beach, FL 33401
(561) 227-6840

Liability: Nothing herein shall be construed as creating any additional right or cause of action by any third party against the Agency or any of its officers, agents and employees for any injury or harm incurred as a result of or in connection with Title IV-E of the Social Security Act. The Agency is a political subdivision of the State of Florida entitled to sovereign immunity pursuant to section 768.28, Florida Statutes, and no terms of this Agreement shall constitute a waiver of sovereign immunity.

(remainder of page intentionally left blank)

Attachment A
Description of Services

I Title IV-E Adoption Assistance Administration

a) Annual Amount:

The Adoption Assistance Administration portion of this Agreement shall not exceed \$50,000.00 annually.

1. Service Description

a) Pre and Post Adoption Service Activities (Attachment A-1)

The Agency will engage in an agreement with The Children’s Home Society of Florida (sub-contract) to provide pre-adoptive and post-adoptive services to Title IV-E eligible children as determined by ChildNet, Inc., the local Community-Based care provider.

Positions funded through the sub-contract with The Children’s Home Society of Florida will provide pre-adoptive and post-adoptive services to Title IV-E eligible children. Actual time spent providing pre and post adoptive services can be charged to the project. These activities are described in Title IV-E Local Match Funding Program Description Proposal (Attachment A-1). Positions that are not 100% dedicated to providing pre and post adoption services must track their time in a way that clearly identifies hours worked on the project. A list of Title IV-E eligible children served must be provided to the Department with each request for reimbursement.

b) Allowable Cost:

Allowable costs include staff salaries, staff travel, office space and indirect costs. All direct costs are supported by either a signed certification statement attesting to the employee spending 100% of their time on this project or for those who did not work 100% of their time on the project, time sheets/logs must be maintained and submitted documenting time spent on the project.

The total actual monthly expenditures will be allocated by the FSN client eligibility rate and be reported as a 50% reimbursement rate.

Example, total costs of \$50,000.00 times the FSN Title IV-E Eligibility Rate of 72.0123% equals \$36,006.15, times 50% reimbursement rate equals \$18,003.08 reimbursement.

c) Documentation Required

Prior to the first claim to the Department, a copy of the sub-contract must be provided to the Department’s contract manager. Any subsequent amendments/changes/revisions to the sub-contract must also be submitted to the Department’s contract manager.

d) Performance Specifications

1) Performance Measure

In evaluating the effectiveness of the activities under this Agreement, the intent is that the number of children with finalized adoptions will equal or exceed the Department approved fiscal year targets set for the Community-based Care agency, ChildNet, Inc. If ChildNet, Inc. does not meet the Department fiscal year target, the Agency will not be penalized but will re-evaluate their contract with Children’s Home Society to determine effectiveness of the program. The Department will advise Agency of the fiscal year (July through June) target annually.

- 2) Performance Evaluation Methodology
Compliance will be calculated as follows: Total number of finalized adoptions for each fiscal year that are documented in the Florida Safe Families Network (FSFN). The Department will submit the FSFN report "Adoptions Finalized by Month & Cumulative SFY" each month with the invoice to show progress. This report identifies monthly total adoptions as well as the State Fiscal Year to Date totals.
- 3) For information purposes, a report will be submitted by the Agency to the Department Quarterly that identifies the Performance targets outlined in their sub-contract with Children's Home Society.
- 4) **Minimum Monthly Performance Measure for Acceptance of Deliverables** identified in Attachment A-1:

Minimum Service Level requirements for providing 1 month of pre and post adoption services	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion
Provide pre and post adoption services to a minimum of fifteen (15) unduplicated IV-E eligible children monthly.	Pre and post adoption services are provided to eligible IV-E children every month.	Monthly submission of the Title IV-E Adoption Service Log that identifies IV-E eligible youth served each month.

(remainder of page intentionally left blank)

Attachment A-1

TITLE IV-E Local Match Funding Program Description Proposal

Palm Beach County Board of County Commissioners, through the Youth Services Department is requesting funding for Adoption Assistance Activities. These services will be provided by subcontracted, Title IV-E eligible, licensed child placing agencies located in Palm Beach County. The Palm Beach County Board of County Commissioners is willing to provide the required local match.

Adoption assistance services will involve activities designed to encourage more adoptions out of the foster care/dependency system, and assist children in their transition into an adoptive setting. Activities such as pre- and post-adoptive services and group sessions designed to expedite the adoption process and support adoptive families will be provided. Services will be provided to support children in the dependency system, with a case plan goal of adoption, and their adoptive parents in order to expedite the Termination of Parental Rights process, facilitate the adoption, stabilize the placement and optimize the family's chances for a successful and permanent adoption. Post adoption services may also be provided to families who have already adopted when the adoption is at risk of disruption.

Major Program Goals

The overarching goal of the program is to reduce the length of stay for children in the dependency system. The program will work with case management by providing in-home and out of home services. It will provide an opportunity for both the child and the prospective adoptive parent(s) to gain support, understanding, and the opportunity to work out transition issues prior to, during, and after an adoptive placement. Children and their adoptive families will be supported with these services in order to reduce the stressful factors that negatively impact parent-child relationships. Family needs and problems that could disrupt adjustment will be addressed in order to optimize the chances of a successful and permanent adoption.

Clients to be Served

Clients to be served will be children in the dependency system with a case plan goal of adoption, families in the process of adopting a child from the dependency system and children at risk of adoption disruption. The program will focus on children with special needs, but will serve all children who are eligible. "Special needs" is defined as a child who has one or more of the following factors: is eight years old, is of African American or mixed heritage, is a member of a sibling group being placed together for adoption, has a physical or mental health concern, or has a documented developmental delay.

Client Eligibility

Adoption support services are to be provided to families and children residing in Palm Beach County. Children and families to be served will be referred by ChildNet's network of providers, and may include children with a case plan goal of adoption, children who are in the process of having their parental rights terminated, and families at risk of adoption disruption. The program

may also serve families seeking to adopt a child from the dependency system when a child has been identified for their home.

Pre-Adoption Service Activities

The pre-adoption service providers will thoroughly assess the capabilities and motivations of prospective adoptive families as well as the special needs of each child so that children may be matched to adoptive homes where they can develop to their fullest emotional, social and educational potential. Services to the adoptive families will be provided in order to better prepare them to properly understand the behavioral needs and challenges of children placed from the dependency system so that they may effectively care for the children placed in their homes.

Services for the adoptive families and children awaiting adoption may include referral to crisis intervention services including individual, group, and family counseling to assist the child in coping with the termination of parental rights process. Separate adoption preparation support groups for adoptive children and pre-adoptive parents, will be provided on a monthly basis or more frequently if needed.

Post-Adoption Activities

The post-adoption support services to families who have recently adopted or families at risk of adoption disruption will include individualized family support within the home. Additionally, services will include referral to crisis intervention services including individual, group, and family counseling, as appropriate. Information and referral to other community resources that are identified as being needed will be provided in order to stabilize the family situation. Post-adoption support services will include follow-up contacts with each discharged family that adopted a child and was enrolled in services for at least 60 days. The contacts will be completed either in person or by telephone, as required by Section 39.812, F.S., as may be amended, and the Department's applicable Post Adoption Communications' policies, as may be amended, but not later than twelve months after case closure, or more frequently as determined appropriate by the sub-contracted provider. The purpose of the follow-up contact is to determine whether or not the adoptive child(ren) require additional services in the home. Separate post-adoptive support groups for adoptive parents and adoptive children will be held monthly or more frequently if needed.

Attachment B, Claim Submission Form Palm Beach County Claim Submittal Form for Title IV-E Reimbursement For the month of: _____								
	Total Expenditures	HSN Title IV-E Eligibility Rate for the Month of Service	Total Title IV-E Allowable	FFP Rate	Reimbursable/ Payment Amount		DCF OCA	EO
Title IV-E Adoption Assistance:								
Admin Costs		\$ -	\$ -	50%	\$ -		89XAM	AM
Total Title IV-E Adoption Assistance Invoice Payment					\$ -			
Example: Total Expenditures for Adoption Admin		50,000						
FSFN Title IV-E Adoption Subsidy as of 06/30/16		72.0123%						
Total Eligible Title IV-E Adoption Expenditures		36,006.15						
FFP (Admin 50% and Training -Adoptive Parents 75%)		50.00%						
Title IV-E Adoption Admin Reimbursement		18,003.08						
CERTIFICATION: The Local Agency (County) certifies that these expenses, which were incurred in the month reported, were funded by unmatched public funds for Title IV-E eligible activities and eligible children.								
Palm Beach County Certification and Approval				Department of Children and Families Approval:				
Typed Name:				Typed Name:				
Signature:				Signature:				
Title:				Title:				
Date:				Date:				

revised 09/01/2016