





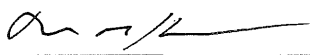
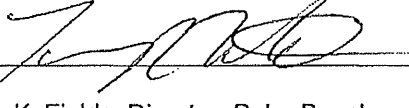
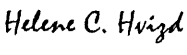
AMENDMENT #0001

Contract # YLJ76

Effective the latter of July 1, 2021, or the last date of the signatories, this amends the above referenced Contract as follows:

1. In **Attachment A., 1.d)**, the amount \$18,000.00 is increased to \$26,126.00 wherever found.
2. All provisions in the Contract and any attachments thereto in conflict with this Amendment are 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 made a part of the Contract.

**IN WITNESS THEREOF**, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: Palm Beach County Board of County Commissioners	DEPARTMENT: Florida Department of Children and Families
SIGNED BY: 	SIGNED BY:
NAME: David Kerner	NAME: Shevaun L. Harris
TITLE: Mayor	TITLE: Secretary
DATE: 07/14/21	DATE:
APPROVED FOR TERMS AND CONDITIONS	
SIGNED BY: 	
NAME: Tammy K. Fields, Director, Palm Beach County Youth Services Department	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
SIGNED BY:  <small>DocuSigned by: Helene C. Hvizd D293AA1DB87543B...</small>	
NAME: Helene C. Hvizd, Senior Assistant County Attorney  County Attorney	

AMENDMENT #0001

Contract # YLJ76

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PROVIDER: Palm Beach County Board of County Commissioners	DEPARTMENT: Florida Department of Children and Families
SIGNED BY:	SIGNED BY: <i>Shevaun L. Harris</i>
NAME: David Kerner	NAME: Shevaun L. Harris
TITLE: Mayor	TITLE: Secretary
DATE:	DATE: 7/20/2021   11:45 AM EDT
APPROVED FOR TERMS AND CONDITIONS	
SIGNED BY:	
NAME: Tammy K. Fields, Director, Palm Beach County Youth Services Department	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
SIGNED BY:	
NAME: Helene C. Hvizd, Senior Assistant County Attorney  County Attorney	



MEMORANUDUM

DATE: July 9, 2021

TO: Dave Kerner, Mayor  
Board of County Commissioners

THRU: Verdenia C. Baker, County Administrator *VBaker*  
County Administration

THRU: *David Miller*  
Dorritt M. Miller, Assistant County Administrator  
County Administration

FROM: Tammy K. Fields, Director *TKF*  
Youth Services Department

RE: Title IV-E reimbursement funding  
Amendment 0001 to Interagency Agreement with the Florida  
Department of Children and Families

**Youth Services Department**  
50 South Military Trail, Suite 203  
West Palm Beach, FL 33415  
(561) 242-5700  
FAX: (561) 242-5708  
www.pbcgov.com/youthservices



**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

printed on sustainable  
and recycled paper

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Pursuant to Section 309.00 of the Palm Beach County Administrative Code, your signature is required for the signed Amendment #0001 (Amendment) to DCF on July 19, 2021.

On June 16, 2020, the Board of County Commissioners approved an Interagency Agreement #YLJ76 (R2020-0700) with the Florida Department of Children and Families (DCF) to certify local funds as State match, for reimbursement of eligible expense consistent with Title IV-E under the Social Security Act, at no additional cost to the County. Also on June 16, 2020, the Board of County Commissioners approved a Community Based Agency Contract with the Children's Home Society of Florida (CHS) (R2020-0701) to provide adoption assistance services to eligible residents.

The County has been providing funding to CHS for these services since 2016, and DCF has been providing reimbursement to the County for at an annually adjusted percentage rate. We had anticipated an annual reimbursement amount of approximately \$18,000; however, the reimbursement rate was increased this year, which reached the \$18,000 quicker than anticipated. Fortunately, DCF has been able to allocate additional reimbursement for the County, increasing the amount from \$18,000 to \$26,126.

We received the Amendment on July 2, 2021, and due to potential storm preparation did not have the time to fully review until early this week. In addition, based on their request to have the signed Amendment by July 19, 2021, the emergency signature process is being utilized, as there is not sufficient time to route through the regular agenda process. Staff will process an agenda item to ratify the Mayor's signature on the next available BCC meeting.

Page 2

July 9, 2021


Title IV-E reimbursement funding

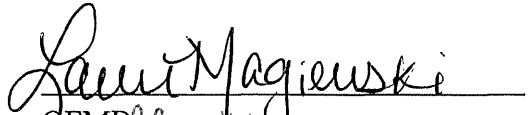
Amendment 0001 to Interagency Agreement with  
the Florida Department of Children and Families


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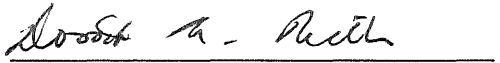
If additional information is needed, please contact Michelle Liska, Director, Finance Contracting and Administrative Services Division (FCA) at 242-5711.

Approved:

  
Director, FCA

  
OFMB *8/21/2021*

DocuSigned by:  
  
D233AA4DB87543B...  
Helene Hvizd  
Senior Assistant County Attorney

  
Dorritt M. Miller  
Assistant County Administrator

Attachments:  
Amendment #0001  
Interagency Agreement #YLJ76

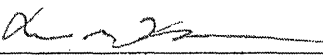
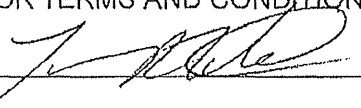
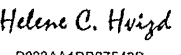
AMENDMENT #0001

Contract # YLJ76

Effective the latter of July 1, 2021, or the last date of the signatories, this amends the above referenced Contract as follows:

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IN WITNESS THEREOF, the parties cause this amendment to be executed by their duly authorized officials.

PROVIDER: Palm Beach County Board of County Commissioners	DEPARTMENT: Florida Department of Children and Families
SIGNED BY:	SIGNED BY:
NAME: David Kerner 	NAME: Shevaun L. Harris
TITLE: Mayor	TITLE: Secretary
DATE: 07/12/21	DATE:
APPROVED FOR TERMS AND CONDITIONS	
SIGNED BY: 	
NAME: Tammy K. Fields, Director, Palm Beach County Youth Services Department	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
SIGNED BY:  <small>DocuSigned by: Helene C. Hvizd D283AA4DB87643B...</small>	
NAME: Helene C. Hvizd, Senior Assistant County Attorney	
County Attorney	

AMENDMENT #0001

Contract # YLJ76

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**IN WITNESS THEREOF**, the parties cause this amendment to be executed by their duly authorized officials.

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SIGNED BY:	SIGNED BY: <i>Shevaun L. Harris</i>
NAME: David Kerner	NAME: Shevaun L. Harris
TITLE: Mayor	TITLE: Secretary
DATE:	DATE: 7/20/2021   11:45 AM EDT
APPROVED FOR TERMS AND CONDITIONS	
SIGNED BY:	
NAME: Tammy K. Fields, Director, Palm Beach County Youth Services Department	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
SIGNED BY:	
NAME: Helene C. Hvizd, Senior Assistant County Attorney  County Attorney	



R2020 0700 JUN 16 2020  
Interagency Agreement with the  
Florida Department of Children and Families

This Interagency Agreement (Agreement) is entered into between the Florida Department of Children and Families (hereinafter referred to as the "Department") and Palm Beach County, a Subdivision of the State of Florida, by and through its Board of County 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 472, 473 and 474, and 1903 including:
  - a)  Eligible administrative costs under Title IV-E Adoption Assistance as defined by the Social Security Act, section 473 as described in Attachment A, Description of Services.
  - b)  Eligible training costs under Title IV-E Adoption Assistance as defined by the Social Security Act, section 473 as described in Attachment A, Description of Services.
  - c)  Eligible maintenance costs under Title IV-E Foster Care as defined by the Social Security Act, section 472 as described in Attachment A, Description of Services.
  - d)  Eligible administrative costs under Title IV-E Foster Care as defined by the Social Security Act, section 472 as described in Attachment A, Description of Services.
  - e)  Eligible administrative costs under Title IV-E Foster Care Candidacy as defined by the Social Security Act, section 472 as described in Attachment A, Description of Services.
  - f)  Eligible training costs under Title IV-E Foster Care as defined by the Social Security Act, section 472 as described in Attachment A, Description of Services.
  - g)  Eligible administrative costs under Title XIX Medicaid Administration as defined by the Social Security Act, section 1903 (a)(7) as described in Attachment A, Description of Services.

2. **Definitions.**

The following definitions shall apply to this Agreement.

- a) "Allowable Expenditures" means those expenditures which meet the requirements of Title IV-E of the Social Security Act and 45 CFR 75, Uniform

Administration Requirements, Cost Principles, and Audit Requirements for Human and Health Services (HHS) Award and accompanying guidance provided by Administration for Children and Families, Children's Bureau Child Welfare Policy Manual (CWPM) and are all incorporated by reference. Copies of the documents incorporated by reference can be obtained from the Florida Department of Children and Families, Office of Child Welfare, 1317 Winewood Boulevard, Tallahassee, FL 32399-0700.

- b) "Case Counts" means allocating costs associated with a specific group of children who are Title IV-E eligible based on the percent of time and expense dedicated to that population.
- c) "Certification of Public Expenditures" means documented and verified assurances from a local government entity, agency, or instrumentality that the local funds used for match were publicly-appropriated funds spent on the services agreed upon in the Interagency Agreement.
- d) "Certification of Time" means a document signed by the staff member that reflects that 100 percent of their time is dedicated to the specific function that is directly claimable to Title IV-E or Medicaid.
- e) "Community-Based Care (CBC)" means, per subsection 409.986(3)(d), a single entity with which the Department has a contract for the provision of care for children in the child protection and child welfare system in a community that is no smaller than a county and no larger than two contiguous judicial circuits.
- f) "Cost Allocation Plan (CAP)" means a narrative description of the procedures that will be used in identifying, measuring, and allocating all administrative costs to all programs administered and supervised by State public assistance agencies as described in 45 CFR 75.
- g) "Cost Objective" means a function, organizational subdivision, contract, grant, or other activity for which cost data are needed and for which costs are incurred.
- h) "Cost Pools" mean either the accumulated costs that benefit a specific program or Cost Objective (Cost Pool) or accumulated costs that benefit two or more programs or Cost Objectives.
- i) "Direct Cost" means a cost that can be identified specifically with a particular final Cost Objective.
- j) "Directly Allocable" means a cost that is incurred for a common or joint purpose benefiting more than one Cost Objective.
- k) "Indirect Cost" means costs for a common or joint purpose within a nonfederal entity and that benefit all programs and projects.

- l) "In-Home Services" means services provided to children to prevent placement of children outside of their home.
- m) "Indirect Cost Rate" is a tool for determining the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.
- n) "Local Agency" means a county, municipality, city, township, Sovereign Nation, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
- o) "Time Study" means a method to measure the amount of time spent by staff on multiple activities as part of their daily responsibilities.

3. **Certification of Public Expenditures.**

The Agency shall certify that the expenditures were made from public funds (42 CFR 433.50, 45 CFR 235.66, and CWPM, 8.1F, Title IV-E Administrative Functions/Costs, Matching Requirements) and agrees to maintain all financial documentation, including but not limited to invoices and billing receipts, of the amount of the expenditures and that these funds were not used to match any other federal grant. This supporting documentation shall be provided to the Department upon request.

4. **Ongoing Award Requirements.**

Following execution of the Agreement, it is required that the Agency report to the Department any changes that have occurred related to the specific components of the project. In addition, the Agency must continuously meet specific requirements for ensuring that the public funds are identifiable and dedicated to the project. The Agency must provide information related to:

- a) **Project Scope.** At any time if the scope or population served through the Pass-Through Claiming Agreement changes, the Agency shall submit to the Department a revised description of services provided and how federal reimbursement will be changed.
- b) **Budget.** At a minimum, at the beginning of each year of the Agreement the Agency shall provide a proposed budget. In the budget narrative, the Agency shall explain how the existing budget is changing from the previous contract year and shall identify all categories of claiming that might be affected. A high level overall budget of the organization shall be provided.
- c) **Cost Allocation.** The Agency must provide modifications to the approved cost allocation methodology.
- d) **Indirect Cost Rate.** If any updates or changes are made related to the

approved indirect cost rate, the new approval must be provided. A copy of the revised approved Indirect Cost Rate should be attached.

5. **Allowability of Costs.**

In order to be reimbursable, costs shall:

- a) Be necessary and reasonable for proper and efficient performance and administration of federal awards. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:
  - 1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the federal award;
  - 2) The restraints or requirements imposed by such factors: sound business practices; arm's length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award;
  - 3) Market prices for comparable goods or services;
  - 4) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the federal government; and
  - 5) Significant deviations from the established practices of the governmental unit which may unjustifiably increase the federal award's cost.
- b) Be allocable to federal awards under the provisions of 45 CFR 75;
- c) Be authorized or not prohibited under state or local laws or regulations;
- d) Conform to any limitations or exclusions set forth in federal laws, terms, and conditions of Title IV-E program, or other governing regulations as to types or amounts of cost item;
- e) Be consistent with policies, regulations, and procedures that apply uniformly to federal awards and other activities of the governmental unit;
- f) Be afforded consistent treatment. A cost shall not be assigned to a federal award as a Direct Cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost;
- g) Be determined in accordance with generally accepted accounting principles,

except as otherwise provided for in 2 CFR 200;

- h) Not be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior period, except as specifically provided by federal law or regulation; and
- i) Be adequately documented as required by Department and federal regulations.

**6. Claiming Allowable Expenditures.**

In order for the Agency to claim Title IV-E reimbursement for an Allowable Expenditure related to the maintenance, administration, and training costs provided, the Agency shall:

- a) Enter into an interagency agreement with the Department outlining the purpose of the initiative and how it will be delivered. This agreement must be executed prior to submission of any Title IV-E claims;
- b) Develop a CAP for any administrative and training activities and costs which must be submitted to the Department and approved prior to submitting claims. A claiming methodology must be determined to most accurately reflect the time spent on allowable activities. (See Attachment B);
- c) Document Title IV-E eligibility rate by accessing information for the state's monthly eligibility rate from the Department's website for application of foster care or adoption administrative or training claims;
- d) Verify a child's Title IV-E eligibility prior to the submission of any maintenance costs. The child's eligibility can be obtained for each child by the local CBC at the time the expenditure was made. (See Attachment C);
- e) Document administrative costs claimed through an approved allocation methodology for determining the amount of allocable costs or expenditures. (See Attachment D); and
- f) Document training costs provided that align with the Title IV-E allowable training topics, as defined in CWPM 8.1.H Training. (See Attachment E)

**7. Agency Claim Submission Documentation Responsibilities.**

- a) The Agency shall outline the services provided, or to be provided, identified, reported, and claimed for federal reimbursement.
- b) The Agency shall make claims for costs associated with the delivery of eligible services included in Attachment A, Description of Services.

- c) The Agency shall certify public funds are used when the costs reported on the invoice were incurred.
- d) The Agency shall ensure that all costs claimed through the Department are supported by documentation that will include but are not limited to 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.
- e) The Agency shall submit a claim to the Department on a monthly basis up to 45 days after the last day of each month of service. The Department retains the right to reject any claims submitted 120 days after the month of service. The Agency shall submit claims for services that were performed on or after October 1, 2019.
- f) The Agency shall use the Department's approved claim format attached to this Agreement (Attachment F, Claim Submission Form) as the claiming document. Attachment B shall be completed and signed by an authorized employee of the Agency.
- g) Monthly Eligibility Rates for Title IV-E Foster Care, In-Home Services (candidates for foster care), Prevention Services and Adoption Assistance are generated in Florida Safe Families Network (FSFN). This report provides: the count of children receiving child welfare services (Foster Care, In-Home Services, Adoption) 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 will pull data from the previous three-month period (based on the report date entered) and provide a three-month average. This report may be obtained by contacting the local contract manager listed in section 14 of this Agreement.
- h) Medicaid eligibility will be verified and documented by the Agency prior to submitting claims for Medicaid Administrative Claiming. Documentation of the child's eligibility should be provided with the month of service invoice.
- i) The Agency shall submit a quarterly estimated budget which forecasts the budget for the quarter following the current quarter. The quarterly estimated budgets shall be submitted to the Department no later than 15 days following the completion of the previous quarter. Eg) On January 15, 2020, the agency shall submit a quarterly estimated budget for the quarter of April 1, 2020 through June 30, 2020.

The quarterly estimated budget shall be submitted for approval to the local contract manager listed in section 14 of this Agreement and to the Department's Office of Revenue Management at:

HQW.Revenue.Local.Match@myflfamilies.com.

**8. Subcontracting.**

The Department authorizes the Agency to subcontract for the provision of services under this agreement. A copy of each executed subcontract and any subsequent amendments to the contract shall be provided to the Contract Manager. The Department's agreement to allow these services to be subcontracted does not in any way alter the Agency's responsibility to the Department for the work performed under this Agreement.

**9. 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 HHS 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 to access 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 statutes, including Section 471 (a)(8) of the Social Security Act [42 USC §671(a)(8)].

**10. Accounting/Claiming Procedures.**

Upon completion of documentation as set forth in this Agreement, the following reimbursement process shall be initiated:

- a) The Agency must provide supporting documentation for all expenditures for federal reimbursement.
- b) The Agency will submit documentation to the Department to certify that the expenditures were made with public funds. The Department will review the documentation for payment approval.
- c) The expenditures will be claimed and the upcoming quarter estimates will be included on the CB-496 Title IV-E Quarterly Expenditures Report.

**11. 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(s). 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.

**12. Terms and Conditions.**

- a) This Agreement shall be effective October 1, 2019, nunc pro tunc, whether signed by the parties before or after that date, and shall end at midnight, Eastern time on September 30, 2025, and may be renewed for up to the original period of the Agreement, unless either party provides written notification of termination in the manner set forth herein, a minimum of sixty (60) calendar days prior to the end of the Agreement.
- b) The Department will consider all requests to modify the Interagency Agreement between each annual renewal date. This 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 Title IV-E claims for reimbursement.
- d) 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.
- e) 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. The Agreement may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Agency unless a sooner time is mutually agreed upon in writing.

**13. 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, F.S., and no terms of this agreement shall constitute a waiver of sovereign immunity.

**14. Contract Managers.**

The name, address, telephone number and email address of DCF's Contract Manager for this agreement is:

Mark Holsapfel, Region Program Manager  
Southeast Region  
Family and Community Services Program  
111 S Sapodilla Ave, Suite 317-E  
West Palm Beach, FL 33401  
Mobile Telephone: (954) 331-3405  
Mark.Holsapfel@myffamilies.com

The name, address, telephone number and email address of Agency's Contract Manager for this agreement is:

Palm Beach County Youth Services Department  
Attn: 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 Avenue, Sixth Floor  
West Palm Beach, FL 33401

**15. Prior Agreement.**

Upon approval of this Agreement, the prior Agreement between the Department and the Agency (YIJ02/R2016-1826), last amended under Amendment #0002 (R2018-1929), is automatically terminated and relieves the parties of all future obligations.

**16. Counterparts**

The parties agree that this Agreement, including the exhibits referenced herein, has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. A copy of this Agreement transmitted electronically or by facsimile with original, electronic, or facsimile signatures thereon shall be effective as an original.

In Witness Whereof, the parties cause this INTERAGENCY AGREEMENT to be executed by their duly authorized officials.

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

SIGNED BY: *Pat Medlock*

PRINT NAME: Patricia Medlock

TITLE: Assistant Secretary for Child Welfare

DATE: 4/22/2020

**COUNTY:**

APPROVED AS TO TERMS AND CONDITIONS

By: *Tammy K. Fields*  
Tammy K. Fields, Director

{SIGNATURE PAGES CONTINUED}

R2020 0700  
PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

SIGNED BY: 

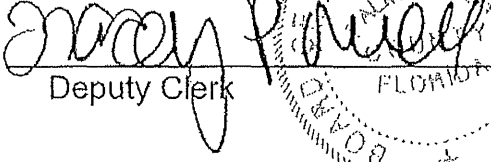
PRINT NAME: Dave Kerner

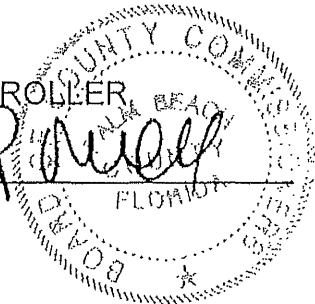
TITLE: Mayor

DATE: JUN 16 2020

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

By:   
Deputy Clerk



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: /s/ Helene C. Hvizd  
County Attorney

- Attachment A, Description of Services
- Attachment A1, Title IV-E Local Match Funding Program Description Proposal
- Attachment B, Allocation Methodologies
- Attachment C, Allowable Maintenance Costs
- Attachment D, Allowable Administrative Costs
- Attachment E, Child Welfare Policy Manual, 8.1.H
- Attachment F, Invoice

**ATTACHMENT A**

**Description of Services**

**Title IV-E and Medicaid Program:**

Adoption Assistance	Foster Care	Foster Care Candidacy	Medicaid
	<input type="checkbox"/> Maintenance		
<input checked="" type="checkbox"/> Administration	<input type="checkbox"/> Administration	<input type="checkbox"/> Administration	<input type="checkbox"/> Administration
<input type="checkbox"/> Training	<input type="checkbox"/> Training	<input type="checkbox"/> Training	

1. Service Description

Pre and Post Adoption Service Activities (see Attachment A1)

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 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 children. These activities are described in Title IV-E Local Match Funding Program Description Proposal (see Attachment A1). Funded positions providing pre- and post-adoption services must track their time in a way that clearly identifies hours worked on the project.

a) 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. 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 FSFN client eligibility rate and be reported as a 50% reimbursement rate.

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

b) 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.

- c) Estimated Budget Projections – Total budget of project \$50,000.
- 1) Describe the costs reflected in the budgeted amount.
    - a. Total hourly rates shall be calculated by adding the base salary hourly rate and the fringe benefit hourly rate at the time services are rendered for each of the positions identified in #2 below.
  - 2) Specify positions to support the goals of the project. Clarify what positions might be fully or partially dedicated to the project.
    - a. Full-time Pre-Adoption Specialist (1) and Full-time Post-Adoption Specialist (1), both fully dedicated to adoption services
  - 3) Specify the additional allowable costs related to the project (i.e. operating expenses, travel, and, a portion of indirect).
    - a. N/A
  - 4) Describe how allowable costs, pursuant to Attachment B, will be captured through time logging, certification of time for 100% dedication to the project, Case Counts, or other methodologies.
    - a. Monthly Adoptions Services Log identifying services performed on a daily basis as required in the Agency's sub-contract with the Children's Home Society of Florida.
- d) Federal Financial Participation returned to the local entity per contract year is \$18,000.

The Department will approve payment for claims for costs associated with the delivery of eligible administrative adoption services included in Attachment A, Description of Services, for a total dollar amount not to exceed \$18,000.00, subject to the availability of funds.

e) Performance Specification

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 the Children's Home Society of Florida 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

**ATTACHMENT A CONT.** Interagency Agreement #YLJ76

report identifies monthly total adoptions as well as the State Fiscal Year to Date totals.

- 3) Minimum Monthly Performance Measure for Acceptance of Deliverables identified in Attachment A:

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

- 4) The Performance Measure Report will be submitted by the Agency to the Department on a monthly basis up to 45 days after the last day of each month of service.

The report will identify the Performance targets outlined in the Agency's sub-contract with the Children's Home Society of Florida.

## ATTACHMENT A1

### TITLE IV-E Activities Local Match Funding Program Description Proposal

Palm Beach County Board of County Commissioners, through the Youth Services Department is requesting Title IV-E reimbursement for Adoption Assistance Activities. These services will be provided by subcontracted, licensed child placing agencies located in Palm Beach County. The Palm Beach County Board of County Commissioners will be paying county funds for this contract and will receive the federal share in return.

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 may include recruitment of homes, completion of home studies, or other administrative activities. 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



**ATTACHMENT A1 CONT.** Interagency Agreement #YLJ76

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**

**Allocation Methodologies**

- 1) **Time Studies.** A staff time log records a staff member's activities in 15-minute increments during a day, during a randomly selected week per month, using a menu of activities. The Time Study must include all activities performed by staff and will be used to calculate the administrative cost reimbursement by the Title IV-E foster care program.
  - a) If staff perform only Title IV-E eligible staff activities, then no Time Study is required. The staff charged to Title IV-E must sign a certification stating they work exclusively on Title IV-E eligible activities.
  - b) If the staff perform any non Title IV-E eligible activities, and any of the staff performing Title IV-E eligible activities also participate in any non Title IV-E eligible activities, then a Time Study must be conducted. Time Studies must be conducted if there are any staff in the agency who work on:
    1. More than one federal award;
    2. A federal award and a non-federal award;
    3. An indirect cost activity and a direct cost activity;
    4. Two or more indirect cost activities which are allocated using different allocation bases; or
    4. An unallowable activity and a direct or indirect cost activity.
- 2) **Certification of Time.** A certification verifies that a staff person is fully dedicated at 100% to a specific function, such as recruitment of homes, completion of home studies, or administrative activities performed on behalf of only Title IV-E or Medicaid eligible children. The staff member's salary, benefits, travel, per diem, and operating expenses may be fully claimed for federal reimbursement.
- 3) **Case Counts.** A Case Count may be used to isolate costs associated with administrative activities performed on a specific group of children who might be Title IV-E foster care candidates, foster care, or adoption assistance services. The Case Count must accurately distribute an individual's time and expense to the correct federal funding source.
- 4) The methodology for calculating administrative costs from the Time Studies must be identified in this Agreement in Attachment A.

**ATTACHMENT C****Allowable Maintenance Costs**

Title IV-E maintenance costs are those costs associated with and made on behalf of a Title IV-E eligible child. In order for a maintenance cost to be reimbursable, it must meet the following criteria:

- a) Costs must be paid through public funds that are not already being used to earn any other federal program dollars.
- b) Costs to be claimed must be made as an individual case payment transaction for a child who is Title IV-E eligible. To be eligible for reimbursement a cost must be linked directly to an identified child (using a case number, FSFN number, or Social Security number) who is eligible for Title IV-E during the month the cost is incurred. The cost must be claimed in the month the cost is incurred, not the payment month.
- c) Costs must be for allowable maintenance expenditures that are eligible for Title IV-E reimbursement. Examples of the types of maintenance costs that are reimbursable may include, but not be limited to:
  1. Food;
  2. Clothing;
  3. Shelter;
  4. Daily supervision, including day care;
  5. School supplies; and
  6. Child's personal incidentals, including:
    - a. Graduation expenses (cap, gown, class ring, senior trip);
    - b. Sports lessons, equipment, and travel (school team or specialized lessons);
    - c. Dance lessons, horseback riding lessons, gymnastics training, cheerleading;
    - d. Infant and toddler supplies (e.g. high chairs, diapers, special formulas);
    - e. Personal hygiene items, cosmetics, over the counter medications, and special dietary foods; and
    - f. Fees related to activities, such as Boy/Girl Scouts.
- d) Liability insurance with respect to a child.
- e) Reasonable travel for the child's visitation with parents, siblings, and relatives.
- f) Reasonable travel to the child's school of origin prior to removal, including foster parent attendance to conference at school.
- g) In the case of institutional care, such term shall include the reasonable costs of administration and operation of such institution as are necessarily required to provide the above items.

## ATTACHMENT D

## Allowable Administrative Costs

The costs associated with the provision of administrative services to children, families, caregivers, and foster parents are defined in the Children's Bureau's CWPM. Title IV-E administrative costs may be provided either specifically on behalf of a Title IV-E eligible child or provided to the child welfare population. The costs are distributed based on the Title IV-E eligibility rates.

- a) Title IV-E foster care adoption administrative costs must be closely associated with the following allowable activities set forth in 45 CFR 1356.60( c):
- 1) Referral to services;
  - 1) Preparation for and participation in judicial determinations;
  - 2) Placement of the child;
  - 3) Development of the case plan;
  - 4) Case reviews;
  - 5) Case management and supervision;
  - 6) Recruitment and licensing of foster homes and institutions;
  - 7) Rate setting;
  - 8) A proportionate share of related agency overhead; and
  - 9) Costs related to data collection and reporting.
- b) Additional Title IV-E foster care administrative costs specified in the CWPM, Section 8.1B Title IV-E, Administrative Functions/Costs, Allowable Costs – Foster Care Maintenance Payments Programs may include:
- 1) Preplacement administrative costs (inclusive of those listed above) that are provided to children at imminent risk of removal from the parents and placed in the foster care system;
  - 2) Title IV-E eligibility determinations;
  - 3) Completing a case assessment in the context of case planning that addresses psychological, developmental, behavioral, and education factors to explore underlying issues such as family violence or substance abuse and examining the child and family's needs, strengths, resources, and existing support systems; and
  - 4) Independent legal representation by an attorney for a child who is a candidate for Title IV-E foster care or in foster care and his/her parent in the preparation and participation in all legal proceeding
- c) Additional Title IV-E adoption administrative costs specified in the CWPM, Section 8.1A, Title IV-E, Administrative Functions/Costs, Allowable Costs – Adoption Assistance may include:
- 1) Recruitment of adoptive homes;
  - 2) Placement of the child in the adoptive home;
  - 3) Case review and case management conducted during a specific preadoptive placement for children who are legally free for

- adoption;
- 4) Case management and supervision prior to a final decree of adoption;
- 5) Completion of home studies; and
- 6) Activities related to post-finalization, such as:
  - a. Fair hearings and appeals;
  - b. Management of the adoption subsidy;
  - c. Review and negotiation of the adoption assistance agreement; and
  - d. Case management performed to implement an adoption assistance agreement.

## ATTACHMENT E

## Child Welfare Policy Manual, 8.1.H

Question 8.

What are the Title IV-E training topics that the State may claim at the enhanced Federal financial participation rate under section 474 (a)(3)(A) and (B) of the Social Security Act and 45 CFR 1356.60(b)?

**Answer**

In general, the training topics must be closely related to one of the examples cited in 45 CFR 1356.60(c)(1) and (2) as allowable administrative activities under the Title IV-E program. The regulatory examples of allowable activities include:

- Eligibility determinations and re-determinations;
- Fair hearings and appeals;
- Rate setting;
- Referral to services;
- Preparation for and participation in judicial determinations;
- Placement of the child;
- Development of the case plan;
- Case reviews;
- Case management and supervision; and
- Recruitment and licensing of foster homes and institutions.

Additional examples of allowable administrative activities specifically applicable to the Title IV-E adoption assistance program include, but are not limited to:

- Grievance procedures;
- Negotiation and review of adoption assistance agreements;
- Post-placement management of subsidy payments;
- Home studies; and
- A proportionate share of the development and use of adoption exchanges.

There are many training topics that are closely related to these Title IV-E allowable activities that the State may train its workers on and claim at the 75 percent rate. The following are some examples:

- Social work practice, such as family centered practice and social work methods including interviewing and assessment;
- Cultural competency related to children and families;
- Title IV-E policies and procedures;

## ATTACHMENT E CONT.

Interagency Agreement #YLJ75

- Child abuse and neglect issues, such as the impact of child abuse and neglect on a child, and general overviews of the issues involved in child abuse and neglect investigations, if the training is not related to how to conduct an investigation of child abuse and neglect;
- Permanency planning including using kinship care as a resource for children involved with the child welfare system;
- General substance abuse, domestic violence, and mental health issues related to children and families in the child welfare system, if the training is not related to providing treatment or services;
- Effects of separation, grief and loss, child development, and visitation;
- Communication skills required to work with children and families;
- Activities designed to preserve, strengthen, and reunify the family, if the training is not related to providing treatment or services;
- Assessments to determine whether a situation requires a child's removal from the home, if the training is not related directly to conducting a child abuse and neglect investigation. Training on how to conduct specialized assessments such as psychiatric, medical or educational assessments are not permitted;
- Ethics training associated with a Title IV-E State plan requirement, such as the confidentiality requirements in section 471(a)(8) of the Act;
- Contract negotiation, monitoring or voucher processing related to the Title IV-E program;
- Adoption and Foster Care Analysis and Reporting System (AFCARS), Statewide Automated Child Welfare Information System (SACWIS) or other child welfare automated system functionality that is closely related to allowable administrative activities in accordance with 45 CFR 1356.60(d) that the State has chosen to claim as Title IV-E training rather than as SACWIS developmental or operational costs (see AT-ACF-OISM-001);
- Independent living and the issues confronting adolescents preparing for independent living consistent with section 477(b)(3)(D) of the Act and the Child Welfare Policy Manual (CWPM), Section 3.1H, Q/A #1;
- Foster care candidate determinations and pre-placement activities directed toward reasonable efforts in 471(a)(15), if the training is not related to providing a service; and
- Training on referrals to services, not how to perform the service.

General training topics that the State may claim as a Title IV-E administrative costs at the 50 percent match rate include, but are not limited to:

- State agency personnel policies and procedures;
- Job performance enhancement skills (e.g., writing, basic computer skills, time management);
- First aid, CPR, or facility security training;
- General supervisory skills or other generic skills needed to perform specific jobs;
- Ethics unrelated to the Title IV-E State plan;

- Team building and stress management training;
- Safe driving; and
- Worker retention and worker safety.

**Non-reimbursable Expenditures**

The following expenditures are not Title IV-E reimbursable:

- a) Medical or psychological treatment or therapy;
- b) School tuition;
- c) Transportation to a new school when placement in school of origin is unavailable;
- d) Social services, such as individual, family or group counseling, homemaker services, parenting classes, anger or behavioral management counseling, substance and family violence therapy or treatment; and
- e) Medical services.



ATTACHMENT F

Invoice Template

Attachment F, Claim Submission Form						
Local Agency _____						
Claim Submittal Form for Title IV-E Reimbursement						
Reporting Period: _____						
Program Costs	Total Expenditures	FSFN Statewide Client Eligibility Rate	Total Title IV-E Allowable	Federal Financial Participation	Reimbursable Federal Share	DCF OCA EO
Title IV-E Adoption Administration Specify: Case Management Services	\$ _____	-	\$ _____	50%	\$ _____	89XAM
Title IV-E Adoption Training Specify: Adoption Recruitment and Retention	\$ _____	-	\$ _____	75%	\$ _____	89XTG
Title IV-E Adoption Administration Specify: _____	\$ _____	-	\$ _____	50%	\$ _____	89XAM
<b>Total Title IV-E Adoption Reimbursement</b>					\$ _____	-
<p><i>Provide total cost of the service in the Total Expenditures cell and populate the FSFN Statewide Client Eligibility Rate cell with the eligibility rate if the population includes non IV-E Eligible clients/services. If 100% IV-E eligible, populate the cell with 100%.</i></p> <p><b>CERTIFICATION:</b> The local agency certifies that these expenses, were incurred in the month reported, were funded by unmatched public funds and allowable for "Title IV-E Administration" for reimbursement.</p>						
<b>Local Entity Certification and Approval</b>			<b>Department of Children and Families Approval:</b>			
Typed Name:			Typed Name:			
Signature:			Signature:			
Title:			Title:			
Date:			Date:			
Rev.7/10/2019						

2021- 1034

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BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/03/2021	REMAINING BALANCE
<u>REVENUE</u>							
0001-154-2531-6943 Reimbursed Expense - Other	18,000	18,000	8,126	0	26,126		
Total Receipts and Balances	1,580,713,837	1,596,067,905	8,126	0	1,596,076,031		
<u>EXPENDITURES</u>							
0001-820-9900-9901 Contingency Reserves	20,000,000	19,489,521	8,126	0	19,497,647	0	19,497,647
Total Appropriations & Expenditures	1,580,713,837	1,596,067,905	8,126	0	1,596,076,031		

YOUTH SERVICES DEPARTMENT  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures & Dates

*[Signature]* for Tommy K. Fields 8/13/2021  
*[Signature]* 8/15/21

BY BOARD OF COUNTY COMMISSIONERS  
 AT MEETING OF 09/14/2021

Deputy Clerk to the  
 Board of County Commissioners