

**STATE OF FLORIDA**  
**DEPARTMENT OF CHILDREN AND FAMILIES**  
**and**  
**DEPARTMENT OF JUVENILE JUSTICE**  
**INTERAGENCY AGREEMENT**  
**SFY 2015 - 2016**

Pursuant to the State Fiscal Year 2015 - 2016 General Appropriations Act, this agreement is entered into between the Florida Department of Children and Families, hereinafter referred to as the Department and the Florida Department of Juvenile Justice hereinafter referred to as the Sub-Grantee.

I. The Sub-Grantee Agrees:

- A. To provide Title XX Social Services Block Grant (SSBG) services to committed youth offenders statewide in conformance with all federal laws and regulations applicable to the SSBG and as authorized in Florida Statutes (F.S.). The term "committed youth offenders", for purposes of this agreement, means (i) youth under the age of 18 and (ii) youth who were under the age of 18 at the time they were committed to the control of the Sub-Grantee and continue to be in the control of the Sub-Grantee even though 18 years of age or older over which the Sub-Grantee has active control including but not limited to custody, care, supervision, urine monitoring, and treatment of the youth. Specific services will be provided under broad service categories including counseling services, health support services, employment services, transportation services, and case management services. These services will be provided through the Sub-Grantee's offices and through facilities with which the Sub-Grantee has purchase of service agreements.
- B. To retain and make available upon request, pursuant to Chapter 119, F.S., all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for a period of six years after termination of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings. It is expressly understood that substantial evidence of the Sub-Grantee's refusal to comply with this provision shall constitute a breach of agreement.

C. Deliverables:

In compliance with section 215.971, F.S., this agreement specifies a scope of work that clearly establishes the tasks that the recipient or subrecipient is required to perform; and a provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable

must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

Specifically:

Staffing:

The Department of Juvenile Justice will provide services to a minimum of 3,134 youth who are on Probation status and post commitment status and a minimum of 1,275 youth who are placed in a residential commitment program that provides services which may include behavioral health, mental health, substance abuse, developmental disability and/or sex offender treatment services.

Programs:

The SSBG is funding a portion of mental health and substance abuse overlay and assessment slots, CINS/FINS (Children in Need of Services/Families in Need of Services) services, day treatment slots, sex offender treatment, residential treatment beds, and would include services to be reviewed by a quality assurance initiative program.

Financial Consequences for Staffing and Program Deliverables:

1. Financial consequences shall be assessed for Contract non-compliance or non-performance in accordance with the Florida Department of Juvenile Justice Policy #2000, and the Department of Juvenile Justice's Contract Monitoring Guidelines, Chapter 2, (available on the Department's website) for the following:
  - Failure to submit a Corrective Action Plan (CAP) within thirty (30) calendar days of the Monitoring Visit;
  - Failure to implement the CAP for identified deficiencies within the specified time frame(s); and/or
  - Upon further failure to make acceptable progress in correcting deficiencies as outlined in the CAP within specified timeframes.
  
2. By executing a Contract, the Provider expressly agrees to the imposition of financial consequences as outlined below, in addition to all other remedies available to Sub-Grantee by law. (Choose as appropriate for the specific service)
  - For Facility Based Services: Total contracted beds/slots X per diem rate X 5.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.
  - For Community Based Services: Total contracted slots/youth X per diem rate X 2.0% = Financial Consequence. Imposition of consequences shall be per deficiency per day.
  - For Medical, Mental Health and Psychiatric Services: Total monthly value of contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day

- For Cost Reimbursement Services: Total monthly value of contract X 1.0% = Financial Consequence Imposition of consequences shall be per deficiency per day
3. Upon Sub-Grantee's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the deficiency(ies) for which financial consequences are being imposed, the conditions (including time frames) that must be in place to satisfy the deficiency(ies) and/or Sub-Grantee's concerns, the amount of the financial consequence and the month the deduction shall be made on the invoice. The Contract Manager shall deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
  4. If the Provider has a grievance concerning the imposition of financial consequences for noncompliance, the Provider shall follow the dispute process that is outlined in Section XXX., Dispute Resolution, of the Contract, outlining any extenuating circumstances that prevented them from correcting the deficiency(ies).

#### D. Financial Reports

1. To provide to the Department annual state fiscal year pre-expenditure and post-expenditure financial reports as well as quarterly expenditure reports supported by SAMAS/FLAIR(State Automated Management Accounting System/Florida Accounting Information Resource). The reports will be submitted as "Counseling Services," "Residential Treatment," "Special Services-Youth at Risk," and "Substance Abuse Services".
2. The annual report will include an unduplicated count of children (defined as those 17 years of age and younger) and adults (defined as those 18 years of age and older) who received services paid for in whole or in part with funds made available under the Title XX SSBG. The average amount spent per child and adult will also be shown.
3. The quarterly expenditure reports shall be cumulative and will reflect the most recently completed quarter. All expenditures for Title XX services exceeding the amount of this agreement will be from General Revenue and other revenue sources.

#### E. Return of Funds

The Sub-Grantee agrees to return to the Department any overpayments due to unearned funds or funds disallowed for non-conformance as determined through audit pursuant to the terms of this agreement that were transferred to the Sub-Grantee by the Department.

---

#### II. The Department Agrees:

- A. To pay for Title XX SSBG Grant services provided by the Sub-Grantee in an amount not to exceed \$47,154,771.00 for the period beginning July 1, 2015 and

ending June 30, 2016, subject to the availability of funds. The Department's obligation to pay under this agreement is contingent upon an annual award by Congress and an annual appropriation by the Florida Legislature. In the event of federal award reductions, the Sub-Grantee will suffer the same percent reduction as the Department. The Department will notify the Sub-Grantee by letter of any adjustments to the agreement amount.

- B. To transfer to the Sub-Grantee by the fifth of each month one-twelfth of the agreement amount as follows:

\$ 695,586.85 to 80-10-2-639600-80700700-00-001510-00  
\$ 438,950.34 to 80-10-2-639600-80800100-00-001510-00  
\$ 2,795,027.06 to 80-10-2-639600-80800200-00-001510-00

III. The Department and Sub-Grantee Mutually Agree:

The name and address of the agreement manager for the Department for this agreement is Kaylla Fryar, 1317 Winewood Boulevard, Building 1, Room 308-C Tallahassee, FL 32399-0700, (850) 717-4393.

The Sub-Grantee contact person for this agreement is Vickie J. Harris, Budget Director, 2737 Centerview Drive, Tallahassee, FL 32399-3100, (850) 717-2401.

IN WITNESS THEREOF, the parties hereto have caused this 4 page agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
DEPARTMENT OF JUVENILE  
JUSTICE

STATE OF FLORIDA  
DEPARTMENT OF CHILDREN  
AND FAMILIES

SIGNED BY: 

SIGNED BY: 

 NAME: Christina K. Daly  
TITLE: Secretary, Department of  
Juvenile Justice

NAME: Mike Carroll  
TITLE: Secretary, Department of Children  
and Families

DATE: 6/30/15

DATE: 7/2/15