

# 6/6/2018 AGENDA /PURPOSE

## Continuation Grants

- FY 2019 Contract Development
  - Timeline
  - Contract Manager & Fiscal Assignments
  - Matrix/Work Plan and Outcomes
  - Children’s Board Analytical Tracking System (CATS)
  - Budget and Narrative
  - General Terms and Conditions & Other Attachments
- FY 2019 Contract Management
  - Program Performance
  - Fiscal Accountability
  - Contract Compliance



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# Important Note

- The Program Contact and Fiscal Contact on Attachment 5 of your current contract have been invited to this training. If these individuals could not attend it is your responsibility to share this information
- The training that follows are highlights - Providers should still read the General Terms and Conditions and the Fiscal Handbook for complete details and examples

# Important Note

Contract related documents and Manuals (see last slide) will be posted on the CBHC website:  
Programs we Fund / Links for Providers



# Contract Development

## June 2018 to September 2018

- June 28, 2018 – CBHC Regular Board Meeting
  - Preliminary FY 2019 Budget is presented for approval
  - Preliminary recommendations for FY 2019 Continuation Contract Funding is presented for approval
- July 02, 2018
  - CBHC staff will notify Provider agencies of their preliminary FY 2019 “up to” contract amount

# Contract Development

## June 2018 to September 2018

### Empowerment Evaluation (EE) Matrix

- The (EE) Matrix is the Work Plan of your program
- Contract service levels and outcomes may be modified during negotiations with CBHC approval
- Provider due date to submit DRAFT of (EE) Matrix to CBHC Contract Manager is **July 20, 2018**

#### \*Special Note

If you are a Lead Agency with Sub-contractors your DRAFT (EE) Matrix is Due July 27, 2018

# Contract Development

## June 2018 to September 2018

### (EE) Matrix Development

- Result Areas – Primary Focus Area(s) you hope to impact
- Activities
- Responsible Parties
- Outcomes
- Indicators
- Tools (and time of measurement)

\*Result Areas, Outcomes and Indicators cannot change without prior approval and amendment

# Contract Development

## June 2018 to September 2018

### (EE) Matrix Development

- Outcomes and Result Areas from (EE) Matrix are part of Attachment (1) Scope of Services in the Contract

\*Please share the (EE) Matrix with ALL staff involved with contract

# Contract Development

## June 2018 to September 2018

### Budget Development

- General Information:
  - **Read the FY 2019 Fiscal Reporting Requirements Handbook**
    - **Only include expenditures listed on the forms and in the instructions**
  - The budget is developed based on the (EE) Matrix and resources needed (human and otherwise) to meet the outcomes – please coordinate internally
  - The budget narrative should explain how the amounts were calculated (not to validate expense)
  - If the amount is an allocation of a total expenditure, provide the total amount of the expenditure and how the percentage allocated was calculated



# Contract Development

## June 2018 to September 2018

### Budget Development

- Budget Forms (DO NOT MODIFY)
  - Budget Summary
  - Salary Detail
  - Budget Narrative
- \*Amounts should match across tabs
- \*Salary Positions should be in the same hierarchical order in the Salary Detail and Budget Narrative

# Contract Development

## June 2018 to September 2018

### Budget Development

- Salaries

- An allocation between 5% and 50% for the Executive Director (ED) position may be considered for contracts under \$600,000 as a direct expense if they are providing direct services
  - Exceptions may be made for ED of newly funded programs or those with budgets under \$300,000
- Consult the Fiscal Handbook regarding positions that can not be included as a direct expense and are to be paid for using the program administrative/indirect line

# Contract Development

## June 2018 to September 2018

### Budget Development

- Administrative / Indirect Cost
  - Costs associated with managing the contract that are not directly related to providing services
  - **New Requirement**: This line requires a narrative describing the amount included in the budget and how the amount was calculated
  - Budget up to 10% of total direct expenditures
    - Lead agencies also receive up to 10% of first \$25,000 (\$2,500) for each subcontract (see Handbook for example)
    - Subcontracts receive up to 10% of total direct expenditures in their budget
  - Items generally included in admin:
    - Executive, Finance or HR Costs (including background screening & fingerprinting of staff)
    - IT and Data Entry Staff, Fund Development and Agency Audit

# Components of a Contract

## June 2018 to September 2018

### Agreement

#### Agreement Cover Sheet (pg. 1)

- 1 - **Agency** – Legal Name on [www.sunbiz.org](http://www.sunbiz.org)
- 2 - **Program** – Name of this CBHC Funded Program
- 3 – **Service Area** - Geographic focus: Countywide, Zip Code or Neighborhood
- 4 – **Funding** – Amount of Annual Funding and Type
- 5 – **Funding Platform** – funding level and # of outcomes expected
- 6 – **Term** – The effective date of the Agreement and dates during which the Agency will provide services
- 7 – **Special Condition(s)** – Additional factors that are outside of those described in Attachment (3) General Terms and Conditions

**Agreement (pg. 2)** – definitions of each of the items above

# Contract Development

## June 2018 to September 2018

### Attachment 1: Scope of Services

1. **Overview** – narrative which describes the program, who it serves, annual numbers projected, collaborative partners, best practice(s) or models, the Focus Area(s) being utilized by the program, when and how first funded and ASO if applicable
2. **Services:** Programmatic Performance – lists each Outcome as described in Column 4 of the EE Matrix/Work Plan
3. **Reporting** – CBHC reporting requirements may include: Demographic Data, Indicator Information and EE Matrix Narrative in CATS, Provider Contract Report and Budget to Actual Reports and report due dates
4. **Empowerment Evaluation (EE) Matrix Representative** – the CBHC and the Provider will designate a representative to serve as lead for purposes of monitoring the EE Matrix/Work Plan as described in Attachment (3) General Terms and Conditions

# General Terms and Conditions



# June 2018 to September 2018

## General Terms and Conditions

- Letters of Agreement (LOA) receive a modified General Terms and Conditions
  - Deliverables or non-standard outcomes
  - Demographic data only
  - Automobile Insurance not required
- All other Contracts receive a Standard General Terms and Conditions

# Highlights Only:

October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Modifications and Required Notifications -**

5.b. The PROVIDER must obtain the prior written approval of the CHILDREN'S BOARD to:

- 5.b.i. Change the number or assignments of staff providing the Services or the percent of time individual staff members spend performing services or administering the program...



# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Modifications and Required Notifications**

- 5.g. Notifications of Critical Incidents Affecting Health, Safety, or Welfare: Within one business day of PROVIDER knowing of a Critical Incident, PROVIDER shall notify the CHILDREN'S BOARD by telephone and in writing...

\*Agency is also called the PROVIDER

# Examples of Critical Incidents

- Abduction
- Abuse or Neglect
- Arrest
- Death of Participant
- Illness of Participant (may be result of abuse)
- Service Outside Designated Area
- Sexual Battery
- Suicide or Suicide Attempt
- \*Unplanned Law Enforcement Involvement
- \*Unplanned Media Event where CBHC might be reasonably expected to respond so we can be supportive
- Other Serious Incidents

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Program Monitoring**

- Program Monitoring: The PROVIDER will submit progress reports and other information in such formats and at such times as may be prescribed by the CHILDREN'S BOARD, cooperate in site visits and other on-site monitoring...and if the PROVIDER receives accreditation reviews, they must be submitted to the CHILDREN'S BOARD within thirty (30) days after receipt by PROVIDER.

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Insurance Requirements - (Public Liability, Bodily Injury, and Property Damage)**

- Allocate cost of insurance to CBHC budget
- Include any additional cost based on requirements to CBHC budget
- Include CBHC as additional insured with respect to general liability AND auto liability

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Insurance Requirements**

- 10.b.(2) Automobile Liability Insurance for PROVIDERS that do not own vehicles used in carrying out this Agreement:
  - This is for coverage when staff drive to community events, attend training, transport families, etc. In their OWN vehicle

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Insurance Requirements**

- 10. The PROVIDER will submit to the CHILDREN'S BOARD a certificate of insurance within thirty (30) days of receiving an executed contract which describes the insurance maintained by the PROVIDER
- The PROVIDER will provide written notice to the CHILDREN'S BOARD within fifteen (15) days of any cancellation or revision to the PROVIDER'S insurance applicable to the performance of the Services
- Send renewal documentation during the year within two weeks of expiration

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Litigation Costs and Expenses**

If any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including all attorneys' fees and expenses, and court costs even if not recoverable by law including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, reasonableness of the amount of attorneys' fees and costs and post-judgment proceedings. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Repayment of Funds**

- Misspent funds are subject to repayment to the CHILDREN'S BOARD, or other resolution as determined in the sole reasonable discretion of the CHILDREN'S BOARD
- Example: CHILDREN'S BOARD was billed for items or staff time outside the Scope of the program



# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Other Financial Support**

All Providers must demonstrate efforts related to financial sustainability through funding diversification...

The CHILDREN'S BOARD will require that Provider develop and submit annually a sustainability or strategic action plan that outlines organizational goals which include monitoring timelines for agency personnel and/or the Board of Directors.

\*Non Profit Leadership Center of Tampa Bay, Inc.

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Confidential Information**

- Unless required by the Florida Records Law, the PROVIDER will not disclose any information in writing to the CHILDREN'S BOARD which specifically identifies a client for any purpose not required by federal, state, or local laws and related regulations, except by written consent of the client, or his/her responsible parent or guardian where authorized by law.

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### Publicizing of Children’s Board Support



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The provider agrees to:

- Acknowledge support on any agency and program materials, BOTH electronic and print with a statement such as “Funding for services generously provided by” (insert CBHC LOGO) or “the Children’s Board of Hillsborough County.”
- Display the Children’s Board logo in service locations and administrative offices.
- Display the Children’s Board logo on agency website home page and establishing a link to the Children’s Board website.
- Request that media acknowledge the financial support received from the Children’s Board (e.g., radio, television, online publications, or newspaper.)
- Provide information about the Children’s Board each year to its employees and governing Board of Directors.

\*Agencies must familiarize themselves with the most current and approved CBHC logo. At no time should an outdated logo be used to publicize the Children’s Board.

\*If deviating from approved funding acknowledgement statement please contact Paula Scott, Director of Public Relations for approval.

\*To ensure proper use of Children’s Board logo, seek approval from Paula Scott, Director of Public Relations prior to using the Children’s Board logo to publicize an activity or event not directly related to your funded program (i.e. community events).

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Participation in 2-1-1 Human Services Data Base**

- If not currently a participant, the PROVIDER agrees to participate in the 2-1-1 human services data base by listing agency and program profile information
- The PROVIDER agrees to keep such information current in the online data base
- There may be exceptions to participate in 2-1-1 as it relates to the scope, purpose or limited population being served. Talk with your contract manager if you are unsure

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Assignments and Sub-contractors**

- All such assignments and subcontracts will be subject to the conditions of this Agreement and to any conditions the CHILDREN'S BOARD deems necessary
- A copy of CBHC General Terms and Conditions is available to attach to subcontracts
  - Sub-contractor agreements due to CBHC within thirty (30) days of contract execution (do not include the CBHC/Lead agency signature page)
- Attachment (4.a.) Roles and Responsibilities is included with Lead Agencies that have subcontracts

# October 1, 2018 – September 30, 2019

## General Terms and Conditions

### **Continuity of Operations and Emergency Management Services**

- The PROVIDER will submit to the CHILDREN'S BOARD a Provider Disaster Verification Form within thirty (30) days of receiving an executed contract which attests that an Emergency Services Work Plan is in place and up to date
- \*The PROVIDER will submit an Emergency Management Services Plan with the executed contract

# Break Time



# June 2018 to September 2018

## Special Conditions

- A Special Condition is wording on the Cover Sheet of the contract specifying specific roles or responsibilities to carry out contract requirements
- If the Contract is with a Lead Agency then the Special Condition may impact some or all of the Sub-contractors within the contract



# Contract Development

## June 2018 to September 2018

### Lead Agent / Sub-contractor Roles

- Attachment 4 and 4(a) – Assignments and Sub-contractors and Roles and Responsibilities
- Leads must use the same Forms *i.e. Budget Detail, Narrative, Reimbursement Requests, and/or CBHC Budget Modifications* for their sub-contractors
- Sub-contractor Budget Modifications should be addressed with the Lead before submitted for CBHC approval

# Contract Development

## June 2018 to September 2018

### Attachment 4(a) – Lead Agency

- Funder Holds Lead Agency contractually responsible for the scope of work and fiscal accountability performed by the Sub-contractor
- The Lead Agency is responsible for addressing and resolving issues with Sub-contractors before they become concerns
- Requests for extensions for Lead Agencies require prior CBHC approval. Sub-contractor extensions: (submit in writing to Lead Agency prior to deadline and Lead seeks CBHC approval)
- The Lead Agency is responsible for conducting fiscal site visits prior to the CBHC fiscal visit

# Contract Development

## June 2018 to September 2018

### Attachment 5 - Addresses

- Contact changes should be updated throughout the year (Required notification)
- These contacts are used to communicate information to those individuals authorized by the Provider (*i.e. Agency Official and their delegate, Program Contact, Fiscal Contact, Matrix Representative and Board Chair*)

# Congratulations

October 1, 2018 – FY 2019 Contract is executed



# Contract Compliance

## October 2018 to December 2018

Documents required within thirty (30) days of contract execution for contract file:

- **CATS Authorized User Form**
  - **Provider Disaster Verification Form**
  - **Sub-contractor Agreements** (*For Lead Agencies Only*)
  - **Insurance**
  - **Board Members, Affiliation and Contact Information**
- 

*Per CBHC funding Provider agrees to register program profile with 2-1-1 and keep information current*

- **Participation in 2-1-1 Human Services Data Base** (*template will be sent by Crisis Center*)

# Children's Board Analytical Tracking System (CATS)

- CATS is designed to provide a tool for Providers and Children's Board staff to input, import, edit, export and analyze outcome performance data
- The ultimate goal of CATS is to capture clear performance measures for each Program
- A CATS User Form will be sent to Provider to identify staff in the funded program authorized to use the system (i.e. Data Supervisor, Data Entry or Read-Only access)
- CATS training will be provided as needed

# Contract Management

## October 2018 to September 2019

- 2019 Program Monitoring:
  - Data Collection via the CATS database
  - Quarterly Matrix and Contract Discussion Meetings (Jan/Feb – Q1, Apr/May – Q2, Jul/Aug – Q3 and Oct/Nov – Q4 Final)
  - Fiscal Review (conducted annually by **April 30**)
  - Data Integrity and ASO check (if applicable) – CBHC and Provider staff verify the accuracy of data (by **June 30**)

# Contract Management Provider Improvement Process

- Out of Compliance Notification
- Three Levels:
  - Contract Issue (Level 1 PIP)
  - Performance Improvement Plan (Level 2 PIP)
  - Program of Concern (Level 3 PIP)
- Provider Improvement Plan (PIP) Form
  - Describes Actions Steps, Due Dates and Progress to Date
- Programs at Level 2 and Level 3 will be reported to the Board of both the Provider Agency and Children's Board



# Contract Management

## October 2018 to September 2019

### Reimbursement Process

3. Term: **PROVIDER will perform the Services during the period designated in paragraph (5), Term, on the Agreement Cover Sheet.** This Agreement will terminate at midnight on the last date designated in paragraph (5), Term, on the Agreement Cover Sheet unless extended for an additional period by the CHILDREN'S BOARD by written notice to the PROVIDER prior to termination. If the CHILDREN'S BOARD elects to extend this Agreement, in each extension, the CHILDREN'S BOARD may increase or decrease the amount of the contract award or extend the term at no additional amount.

Expenses / services included on the FY 2019 Reimbursement Form must have been:

- Incurred, provided or received during the contract term (including salaries)
- Expenses have to have been incurred in 2019

# Contract Management

## October 2018 to September 2019

### Reimbursement Process

- Reimbursement for Salary Expense
  - Verify when completing the invoice for the months of September and October each year that the expenses are included in the right reimbursement request (contract term)

September							October						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
16	17	18	19	20	21	22		1	2	3	4	5	6
23	24	25	26	27	28	29	7	8	9	10	11	12	13
30							14	15	16	17	18	19	20
							21	22	23	24	25	26	27
							28	29	30	31			

  

<b>Oct 5, pay day</b> – for working Sept 16 – Sep 29
<b>Oct 19, pay day</b> – for working Sept 30 - Oct 13
<ul style="list-style-type: none"> <li>• Include all of Oct 5, pay day expenses on Sept invoice</li> <li>• Include all of Oct 19, pay day on Oct invoice (except if worked on Sept 30)</li> </ul>
<b>Oct 12, pay day</b> – for working Sept 23 - Oct 6
<b>Oct 26, pay day</b> – for working Oct 7 - Oct 20
<ul style="list-style-type: none"> <li>• Pro-rate Oct 12, pay day to Sept &amp; Oct invoices based on days worked in each month</li> <li>• Include all of Oct 26, pay day on Oct invoice</li> </ul>

# Contract Management

## October 2018 to September 2019

### Reimbursement Process

- Required fields have not changed
  - Vendor Name
  - Check Date – includes direct deposit date
  - Check # - or voucher number or an identifying number if journal entry
  - Check Amount
  - CBHC Reimbursement Amount
  - Description (Line Item: Office Supplies - Description: folders, tablets, paperclips utilized by staff)

# Contract Management

## October 2018 to September 2019

### Reimbursement Process

- CBHC does not pay sales tax for contract reimbursed expenses if purchases are made in Florida
- Always contact us in advance of spending outside or over the budget as prior approval is required

# Contract Management

## October 2018 to September 2019

### Reimbursement Process

- Submit a separate reimbursement request for each month
- Only include expenses from October 1, 2018 to September 30, 2019
- Final reimbursement requests are due by November 15<sup>th</sup> (No Extensions)
- CBHC processes payments weekly

# Contract Management

## October 2018 to September 2019

### Reimbursement Process

- The CHILDREN'S BOARD will not reimburse the PROVIDER for any expenditures in excess of the amount budgeted by line without prior approval - always request prior approval from the Contract Manager prior to spending outside of the budget
- Your Contract Manager will approve or deny the request in writing and let you know if a budget modification is necessary

# Contract Management

## October 2018 to September 2019

### Budget Modifications

- All Budget Modification requests must start with a discussion with your Contract Manager
    - If requesting more than 10% or \$500 (*which ever is greater*) in a budget category (*Salaries, Benefits, Contractual Services, Occupancy, Other*)
    - Any requests for spending outside of original approved budget require prior approval
  - Contract Manager will then work with supervisor & fiscal staff to process request
- \*Budget Modification requests must be received by July 1, 2019

# Contract Management

## October 2018 to September 2019

### Budget to Actual Report

- Reports are cumulative year to date (e.g. Q1: Oct – Dec, Q2: Oct – Mar, Q3: Oct – Jun, Q4: Oct – Sept)
- Include a variance narrative for differences of 10% or more
- Include both total program revenue and expenditures
- This alerts you to identify requests for modifications or changes to budget in next fiscal year



# Contract Management

## October 2018 to September 2019

### Budget to Actual Report

#### Due Dates

- Quarter (1) ending December 2018 is due February 1, 2019
- Quarter (2) ending March 2019 is due May 1, 2019
- Quarter (3) ending June 2019 is due August 1, 2019
- Quarter (4) ending September 2019 is due November 15, 2019

# Contract Management

## October 2018 to September 2019

- **Administrative Services Organization (ASO)**
  - Funds are allocated to programs that provide case management
  - Case managers receive training
  - All case manager supervisors meet every other month
  - Training is provided quarterly or as needed and requested
  - ASO resource fair is held each year

# Contract Management

## January 2019

### **Annual 2018 Presentation to the Board:**

- Demographic Data
- Outcome Data
- Annual Contract Evaluation and Recommendation Scores

### **CBHC's Financial Audit:**

- CBHC's contract files are reviewed

Examples:

- Were requirements in General Terms and Conditions met?
- Verification of ASO back up documentation

# Contract Management

## January 2019 to March 2019

### Fiscal Site Visits

- CBHC fiscal representative will perform a site visit each year to review support documentation for a sample of reimbursement requests submitted
- CBHC will send date for the annual fiscal visits
- Instructions and requested items for review will be provided to agency two weeks in advance of the scheduled site visit
- Site Visit Interview Form will be sent to Agency and must be completed and submitted to CBHC three business days prior to the site visit

# Contract Management

## January 2019 to March 2019

### **Fiscal Site Visits (continued)**

- All CBHC fiscal site visits will begin in January and be completed by April 30
- CBHC staff will send site visit reports within ten (10) days of receiving all information from Provider agencies
- Lead agencies must complete fiscal site visits of Sub-contractors by March 31, (prior to CBHC site visit)
- Indicate on the Site Visit Interview Form:
  - whether you maintain electronic or manual fiscal records
  - Whether your fiscal records are maintained internally (by in-house staff) or externally (volunteer or contractual staff)

# Contract Management

## May 2019 to November 2019

- May 2019 - Annual Contract Evaluation Part (I)
- May/June 2019 - Data Integrity / ASO Site Visits
- June 2019 - Preliminary Funding Recommendation to the Board
- August 2019 - Annual Contract Evaluation Part (II)
- November 2019 – Annual Contract Evaluation Part (III)



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June 05, 2018



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Your Children's Board devotes 86% of each dollar to direct services for children in Hillsborough County.



# Documents Available

- 2019 PowerPoint Presentation
- CBHC Board Policies (on website)
- 2019 Budget and Contract Timeline
- CBHC General Terms and Conditions
- Disaster Plan Verification Form
- CBHC logo
- 2019 Fiscal Reporting Requirements Handbook
- Menu of Outcomes and Indicators
- Fiscal Site Visit Interview Form
- Procedure for Data Integrity Check
- ASO Monitoring Protocol
- ASO Monitoring Checklist
- CATS Manuals and Authorized Users
- Continuation Budget Detail Form
- Continuation Budget Narrative Form
- Cost Reimbursement Request Form
- Budget Modification Form – for Lead Agency
- Budget Modification Form – for Sub-contractors
- Budget to Actual Form
- Annual Contract Evaluation Tool
- Provider Improvement Plan Procedure