Memorandum of Agreement

Between

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF FAMILY AND COMMUNITY SERVICES – CHILD WELFARE

and

KIDS FIRST OF FLORIDA, INC.

FY 2011/2012

PREAMBLE

The goal of child welfare is to promote, safeguard and protect the overall well-being of children and families, to intervene on behalf of children who have been abused or neglected, and to work with children and families to assure that every child has a permanent, safe, and nurturing environment in which to achieve their maximum potential.

The parties to this Agreement, the Department of Children and Families, hereinafter referred to as the "Department," and the Kids First of Florida, Community-based Care Lead Agency, hereinafter referred to as "the Lead Agency," agree to the terms and conditions set forth herein for the following purposes:

- To ensure that the state continues to remain in substantial conformity with federal and state requirements with Quality Assurance (QA) and Continuous Quality Improvement (CQI) systems that protect the safety, health, and welfare of children in care through formal reviews that address key practice areas and provide feedback on key findings;

- To provide for appropriate Quality Assurance (QA) activities consistent with state and federal laws; and

- To ensure appropriate oversight and accountability of Florida's child welfare services continuum that includes prevention, diversion, and case management services provided to improve outcomes for children and families.

1. AGREEMENT

1.1. The Department and the Lead Agency hereby enter into this Memorandum of Agreement based on the mutual promises set forth herein.

1.2. The effective date of this Agreement is July 1, 2011, and it shall expire on June 30, 2012 subject to renewal per section 5.2.

1.3. The statements of the Preamble are true and are incorporated herein and made a part hereof.

2. Reporting Requirements:

2.1. Annual Quality Management Plan that outlines:

- Quality assurance (QA) activities planned for FY 2011/2012;
- Continuous Quality Improvement Process that encourages and support activities that drive system improvement;
• Sampling criteria for three cases to be reviewed quarterly through the In-depth Quality Services Review (QSR) described in section 3 of this agreement; and
• A process for development of an annual System Improvement Plan (SIP) that identifies actions needed to address findings from In-Depth QSR case reviews and the annual evaluation.


2.3. The Lead Agency shall submit to the Department the annual evaluation referenced in section 3 of this agreement by August 30th of each fiscal year, beginning in 2012.

2.4. The Lead Agency shall submit the SIP and all internal assessments regarding child welfare performance to the Department by October 30th of each fiscal year, beginning in 2012.

3. Programmatic Requirements

3.1. The Department shall:

   3.1.1. Make available through the Department's web portal a standardized tool for capturing information obtained from In-depth QSRs.

   3.1.2. Provide technical assistance and support to Lead Agencies statewide.

   3.1.3. Provide newly appointed Lead Agency quality assurance staff with quarterly training on conducting QSR In-depth reviews.


   3.1.5. Include the Lead Agency in the notification and review of documents relating to quality assurance and quality improvement.

3.2. The Lead Agency shall:

   3.2.1. Maintain designated QA staff responsible for ongoing quality assurance activities and trained in the Department's QSR process within six months of employment.

   3.2.2. Conduct In-depth QSRs on a minimum of three cases each quarter using the QSR protocols and web based tool established by the Department. The in-depth case-based quality review process will focus on child welfare practices involving ongoing cases. The review will appraise: the current status of a child in key life areas; the status of the parent/caregiver; and the performance of key system of care practices for the same child and family. The QSR protocol examines recent results for children
receiving services and their caregivers as well as the contribution made by local service providers and the system of care in producing those results.

3.2.3. Utilize QSR review findings to improve child welfare practice.

3.2.4. Implement a CQI process that will inform practice and policies and provide feedback to subcontracted case management providers and staff at all levels.

3.2.5. Contract for an independent annual or multi-year evaluation of child welfare practice and outcomes with third-party evaluators (in-state or out-of-state) from the private sector (including peer review) who have experience in child welfare, national child welfare organizations, or an accredited university. If multi-year evaluations are conducted, an annual evaluation will be prepared that sets a baseline for system improvement activities.

3.2.6. Ensure the evaluation includes but is not limited to QSR data. Other sources of information may include child welfare data in the Florida Safe Families Network (FSFN) and accreditation reports, e.g., Council on Accreditation (COA) or Accreditation of Rehabilitation Facilities (CARF) for those Lead Agencies that are accredited.

3.2.7. The annual evaluation will be presented to the CBC Board of Directors and local Community Alliance or structured community forum for the development of a local SIP. The purpose of the SIP is to establish program priorities, define specific action steps to achieve improvement, and establish goals for improvement. The SIP must be approved by the Community Alliance and/or CBC Board of Directors.

3.2.8. Participate in quarterly meetings and trainings (contingent on availability of funding) with the Department's quality assurance staff to collaborate on federal and state quality assurance initiatives.

3.2.9. Ensure all internal QA staff who conduct quarterly in-depth QSRs are trained by the Department to conduct such reviews. Community stakeholders not trained in the QSR process may shadow trained QA staff. A stakeholder is defined as, but not limited to, CBC management and staff, subcontracted providers, community partners, and other persons involved the CBC's System of Care.

4. Severability
In the event any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of the Agreement shall not be affected or impaired thereby, and shall be administered by the parties as if the invalid provision had never been included herein.

5. Other

5.1. This Agreement supplements and is subject to the general terms and conditions of Contract Number DJ035.
5.2. This Agreement shall be automatically extended on an annual basis during the pendency of Contract Number DJ035 and any extension of successor contract, unless earlier terminated by one or both parties.

5.3. This Agreement may be amended only by a written amendment signed by both parties.

By: [Signature]  
Irene Toto, CEO  
Kids First of Florida, Inc.

Date: 7-15-11

By: [Signature]  
Jamie Self, Ed.D., Executive Director  
DCF Office of Family and Community Services – Child Welfare

Date: 07/26/11