

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Sept. 12,
July 11, 2006 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing
Department:
Submitted By: Public Safety Department
Submitted For: Justice Service Division
=====

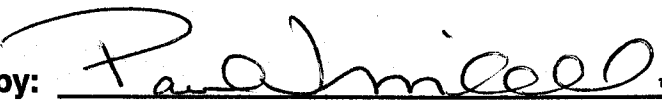
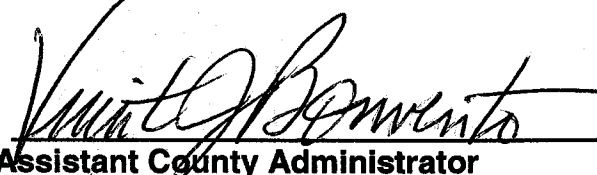
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the original executed grant agreement with Child & Family Connections to receive up to \$32,820 per year of the contract for the supervised visitation services provided by the Family Connections program, Division of Justice Services for the period of July 1, 2006 - June 30, 2008.

Summary: Resolution R2005-1588 authorizes the County Administrator or his designee to execute grant contracts with Child and Family Connections to provide supervised visitation services. No County match is required. Countywide (DW)

Background and Policy Issues:

Attachments: Grant Agreement with Child and Family Connections

Recommended by:  8/16/06
Department Head Date
Approved By:  8/23/06
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
Net Fiscal Impact	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____ 0	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____ Program _____

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

C. Departmental Fiscal Review: _____.

III. REVIEW COMMENTS

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

OFMB Contract Administration

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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



SERVICE AGREEMENT
FSSA006-08

This Agreement is made and entered into this **1st** day of **July, 2006** by and between Child and Family Connections, Inc., a Florida Corporation, hereinafter referred to as CFC, and **Palm Beach County Board of County Commissioners**, hereinafter referred to as Contractor.

In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt whereof is hereby acknowledged, CFC and Contractor, intending to be legally bound, hereby covenant and agree as follows:

-1- During the term of this Agreement, Contractor shall conduct professional services for CFC as described herein:

The Family Connection Program will provide supervised visitation and monitored exchange services for approximately 140 families who are subject to court ordered supervised visitation or monitored exchange.

The Contractor will:

Ensure that the visitation supervisor records all observations of each visit.

Ensure that the Site Manager reviews case notes after each visit or Monitored Exchange by the next work day in order to review any noted concerns or problems that will need to be addressed before the next visitation. A copy of the Supervised Visitation Observation Report will be sent to the case manager.

Have the Site Manager prepare reports as requested by the court which ordered the Supervised Family Visitation, or Monitored Exchange.

Request from the court a status review of any case in which they have noted concerns about the level of visitation and whether it is meeting the needs of the child and the family. These requests will be documented in the case file maintained by the contractor.

Subscribe to all data requirements of Child and Family Connections; including submitting uniform reporting on utilization and outcome statistics.

To be eligible for the services under this Agreement the client must be one of the following:

- A family whose children have been adjudicated dependent and temporarily placed in the custody of the state or relative.
- The non-custodial parent or other designated parties subject to supervised visitation or monitored exchange as a result of divorce custody disputes, domestic violence or other criminal behaviors.

The provider's administrative offices will be open from 8:00am to 5:00pm from Monday through Friday. The provider will be available to accept referrals during these times. Supervised Family Visitation Services may be flexibly scheduled to meet the needs of the families being served. Arrangements for the visitation can be made between the attorney or other representative for the family and the Program Director in advance of submitting the court order for supervised visitation services.

-2- CFC shall pay compensation to Contractor in the amount and manner as described herein:

This is a fixed price, unit cost Agreement. CFC shall pay the Contractor for the delivery of services provided in accordance with the terms of Section 1 of this Agreement for a total amount not to exceed **\$32,820.00** per fiscal year, subject to the availability of funds. Unit of service is one month of court visitation related services. Contractor will be paid a unit rate of **\$2,735.00** per month.

A completed invoice for services (**Exhibit A**) together with the monthly status report shall be submitted for payment to the CFC Contract Department on a monthly basis. Invoice should be submitted to the Provider Relations Specialist within 10 days following the end of the month for which payment is being requested.

CFC agrees to pay the Contractor within 30 days of Contractor's submission of a properly completed invoice.

-3- Other Requirements:

Reports

The provider agrees to submit to the Provider Relations Specialist, a monthly status report (in a format developed by the contractor and approved by CFC) by the 10th of the month following the report month. Report must be submitted with the monthly request for payment. Report will include the following and shall be sent to the Child and Family Connections Provider Network Director or designee.

1. Total number of visits cancelled and reason for the cancellation.
2. Total number of Observation reports completed.
3. Total number of requests to the court for status reviews and the names of those cases referred.
4. Total number of supervised visitations of Dependency cases.
5. Total number of Observation reports on dependency cases furnished to CFC case management staff.
6. Total number of Court reports on dependency cases furnished to CFC case management staff.
7. Total number of hours and type of training completed by provider's staff.
8. Any incident of abuse or violent behavior that occurred by a parent during the supervised visits or monitored exchanges.
9. Total number of cases closed, listing reasons for closure and any change in visitation supervision level from opening to closure
10. Total number of monthly visits and total of possible visits.

Contractor will ensure that all staff completes the required level two screenings and pre-service training to include indicators of abuse and neglect, domestic violence, and substance abuse.

Contractor shall permit persons duly authorized by CFC to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement.

Contractor shall not to use or disclose any information concerning a recipient of services under this agreement for any purpose prohibited by state or federal law or regulations (45 CFR, Part 205.50) except with the written consent of a person legally authorized to give that consent or when authorized by law.

Contractor agrees to protect confidential records from disclosure and to protect client confidentiality in accordance with subsections 397.501(7), 394.455(3) and 394.4615, F.S.

Contractor shall comply, as applicable, with the Health Insurance Portability and Accountability Act (42 U.S.C.1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164 and 45 CFR Part 142).

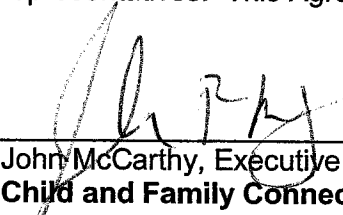
Contractor will comply with applicable requirements of CFOP 175-85, Prevention, Reporting, and Services to Missing Children.

The term of this Agreement shall begin on 07/01/2006 and shall end at midnight on 06/30/2008.


Either party may terminate this agreement at any time by giving the other party notice in writing at least thirty (30) days prior to the termination date, but no such termination/cancellation shall affect the obligations of either party then outstanding. In the event funds to finance this Agreement are no longer available, CFC may terminate this Agreement within twenty-four (24) hours written notice to the Contractor, and CFC will pay for services completed through the date of termination.

This Agreement constitutes the entire understanding and agreement between CFC and Contractor with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by both parties.

This Agreement shall be binding upon the parties, their successors, assigns and personal representatives. This Agreement shall be enforced under the laws of the State of Florida.



John McCarthy, Executive Director
Child and Family Connections, Inc.



Paul W. Milelli, Director
Palm Beach County
Public Safety Department

Date

7/10/06

Date

7/7/07

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY



County Attorney



3333 Forest Hill Blvd.

West Palm Beach, FL 33406

Contract#: FSSA006-08

Provider Name: Palm Beach County BD COMM

Invoice#:

Account#: 89600

Sub-account#: 3-250-60

Remittance Address: 205 N. Dixie Highway,
West Palm Beach, FL 33401

A. Total of Units Billed

Unit Type	Current Month			Dollar Value				Number of Units			
	Unit Cost	Total Units	Total Dollar Value	Original Contract-Dollars	Amount Billed (current month)	Previous Amount Billed (do not incl current month)	Amount Remaining	Original Contract Units	Amount Billed (current month)	Previous Amounts Billed (do not incl current month)	Units Remaining
1											
2											
3											
4											
5											
Total											

C. Match Contribution: (please complete Section C if match contribution is required. Match may be in Cash or In-Kind.)

Match Documentation for Cash or In-Kind Contributions

1 Originally Approved Match - Core Contract	Description of Match	Type of Backup Available
2 Current Month Match Amount		
3 Subtract: Previously Billed Match Amount		
4 Remaining Match Balance		

I hereby affirm that the match described above adds to the agency's ability to provide services in the above contract, and are not derived from any other grant or contract.

Signature

Print Name & Title

Date

CFC Approval Signature:

CFC Name & Title

Date

Exhibit A
Monthly Invoice