

## **AGENDA ITEM SUMMARY**

**Submitted For: JUSTICE SERVICES**

## Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs	50,000				
External Revenues	(50,000)				
Program Income (County)					
In-Kind Match County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE

POSITIONS (Cumulative) -0-

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account No. REV: Fund 0001 Dept. 660 Unit 5226 Source 4900

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

Revenues from the service agreement is estimated at \$50,000 annually and will partially offset operating costs of Court Psychology.

C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

Jim Dink 10-2-06  
9/29/06 OFMB

Ann J. Jewett 10/3/06  
Contract Administration

B. Legal Sufficiency:

This item complies with current County policies.

TD 10/9/06  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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



**SERVICE AGREEMENT**  
**FSSA008-08**

This Agreement is made and entered into this 15th day of September, 2006 by and between Child and Family Connections, Inc., a Florida Corporation, hereinafter referred to as CFC, and **Court Psychology, Palm Beach County Department of Public Safety**, 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:**

Contractor will provide court ordered psychological evaluations for dependency cases under CFC jurisdiction referred by the Juvenile Division of the 15<sup>th</sup> Judicial Circuit Court. These are frequently on the parents of children under CFC care and are required as a part of a case plan or to support and provide important and relevant expert psychological information for litigation.

Services may be provided at the main courthouse in West Palm Beach, West County Courthouse (Belle Glade), North County Courthouse (North Palm Beach), and South County Courthouse (Delray Beach).

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

CFC agrees to pay for the service units at the unit price(s) listed below subject to the availability of funds:

<u>Service Unit (services)</u>	<u>Unit Price</u>
Psychological Evaluation	\$500.00

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. Billing must be for completed, written evaluations only. 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:**

Contractor, after the initial face to face contact with the client, will complete written evaluations prior to the next court review date.

Contractor will comply with Chapter 490 F.S., Psychological Services.

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).

The term of this Agreement shall begin on 09/15/2006 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.

\_\_\_\_\_  
Palm Beach County Board of County  
Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved As To  
Terms & Conditions

Paul W. Milelli  
Paul W. Milelli, Director  
Public Safety Department

Date

9/20/06

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY

[Signature]  
County Attorney