PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	September 9, 2008	8 [X] []	Consent Ordinance	[] []	Regular Public Hearing
Submitted By:	Department of Pul Department of Pul Division of Justice	blic Sa	fety		
	<u>I. EXE</u>	CUTIV	<u>'E BRIEF</u>		·
Grant Agreement wit	h Child & Family Co on of Justice Service	onnecti ces sur	ons to receive pervised visitat	up to \$ ion se	the original executed 34,651per year of the rvices provided by the h June 30, 2009.
execute grant contra	cts with Child & Fa	mily Co	onnections to p	orovide	rator or his designee to e supervised visitation nt. Countywide (DW)
visitation and monito	red exchange servi ⊢or_monitored_exc	ices for change	r families who . It is operat	are su ted in	n provides supervised bject to court ordered conjunction with the he contract.
Attachments: 1) Service Agre	eement FSSAOO6-	-09	er e		to the time of the second second second
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Recommended by:	Department Direct	ctor	Donke	18	8/12/08 Date
Approved By:	Assistant County	Sov Admir	Vector histrator		8//2/08 Date

II. **FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures					
Operating Costs	9,626	28,875			
External Revenues Program Income (County)	(8,663)	(25,988)			
In-Kind Match (County)	(963)	(2,887)			
Net Fiscal Impact	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0			
Is Item Included In Current B Budget Acct No.: Exp Fund Rev Fund	0001 Depart	s <u>X</u> No ment <u>66</u> ≩ Un ment <u>66</u> ⊋Uni	it <u>5224</u> Obje		

B. Recommended Sources of Funds/Summary of Fiscal Impact:
County In kind match will be provided by Fiscal Specialist II, who provides administrative support to process invoices and reimbursement claims on this grant contract.

C. Departmental Fiscal Review

III. REVIEW COMMENTS

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

aprillite 8.21-0		J. Justo & Box	210F
\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	slif VContrac	ct Administration \	. 0
B. Legal Sufficiency:	Planta		

Other Department Review:

Department Director

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



4100 Okeechobee Boulevard, West Palm Beach, Florida 33409 • Phone 561-352-2500 • Fax 561-352-2480 • www.cfcpbc.org

June 30, 2008

Nicole Saunders Palm Beach County Courthouse 205 N. Dixie Hwy Suite 2.2100 West Palm Beach, Fl 33401

Dear Ms. Saunders:

Enclosed is an executed copy of your service agreement (FSSA001-09) with Child & Family Connections, Inc. (CFC) effective July 1, 2008.

CFC would like to thank you again for your continued participation as a network provider and looks forward to working with your organization in the coming year. As always, CFC will continue to provide you with technical support services as needed.

Please contact the Contract Services Department at (561) 357-4800 ext. 2255 or ext. 2235 with any questions or concerns.

Sincerely,

Beatriz B. Hadley

Director of Contract Services

Child & Family Connections, Inc.

Enclosure





SERVICE AGREEMENT FSSA006-09

This Agreement is made and entered into this <u>1st</u> day of <u>July, 2008</u> 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.

Immediately report situations that qualify as incidents as defined in the CFC Incident Reporting Policy and Procedure (**Exhibit B**) to the dependency case manager within stipulated time frames.

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.

Maintain effective contact and communication with CFC, the appropriate referral sources, dependency court and other persons and/or agencies necessary to assure efficient service provision and coordination.

Work with CFC to mobilize providers toward an integrated system of care for children and families. Educate members of the CFC system of care as to contractor's services so as to ensure an appropriate volume of dependency court referrals.

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 contractor's administrative offices will be open from 8:00am to 5:00pm from Monday through Friday. The contractor 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.

-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 \$34,651.00 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 \$2,887.58 per month.

According to the Master Agreement between CFC and the Department of Children and Families, Access and Visitation Grant funding requires a 10% local match. The following formula determines the local match requirement by the Contractor to commit and document continued matching funds:

Total allocation (\$34,651) divided by .90 equals the full funding amount. (\$38,501.11) Subtract the total allocation from the full funding amount and the difference equals the 10% local match requirement. (\$38,501.11 minus 34,651.00 equals a match requirement of \$3,850.11 for the state fiscal year 2008-2009.)

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 CFC Contract Manager within 10 days following the end of the month for which payment is being requested.

CFC agrees to pay the Contractor within $\underline{30}$ days of Contractor's submission of a properly completed invoice.

-3- Other Requirements:

Reports

The contractor agrees to submit to the CFC Contract Manager, 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 Contract Manager 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 contractor's staff.
- 8. Any incident of abuse or violent behavior that occurred by a parent during the supervised visits or monitored exchanges.

- Total number of cases closed, listing reasons for closure and any change in 9. visitation supervision level from opening to closure
- 10. Total number of monthly visits and total of possible visits.
- 11. Status list which includes custodial parent, non-custodial parent, child, race, division which generated the referral and number of visits or monitored exchanges completed during that month of service.

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 Contractor 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 <u>07/01/2008</u> and shall end at midnight on <u>06/30/2009</u>.

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.

Jugith Warren, Chief Executive Officer Child and Family Connections, Inc.

Vincent Bonvento, Assistant County Administrator

Palm Beach County

Date

APPROVED AS TO PORM

County Attorney

ND LEGAL SUFFICIENCY



Child and Family Connections, Inc. Attachment I - Exhibit A Monthy Invoice - Purchased Services

Contract #:	Commence of the second of the	The state of the s		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN	
Contract #1					
Provider Name:					
Remittance Address:					
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NOTE: Provi	iders - Only input			ed in green	
	Round amounts	s to whole dolla	ars only		
Section B- Total Invoice Amount:		- ·			
ļ	Current Month	Total Billed-To-D	Date C	D = (A+C)	E = (B-D)
	A	<u> </u>	Previous		
	Total Due this	Total Contract	Amount	Total Billed-	Amount
	Month	Dollars	Billed	To-Date	Remaining
					-
Section B - Match Contribution:	E CONTROLLER CONTROL				
1	Current Month	Total Billed-To-D)ate		
	Α	В	С	D = (A+C)	E = (B-D)
	Total provided	Total Match	Previous Amount	Total Reported-To-	Match Amount
Description of Match	This Month	Required	Reported	Date Date	Remaining
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	and an extra section of the section				
		4 - 11			-
Note: Documenta	ation must be availab	ole to support an i	Match Contril	outions Claimed	1
Provider Certification:	1				
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		-		te	
The undersigned certifies that the ir		-		ite Date:	
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The undersigned certifies that the ir representation of services provided Signature: Print Name and Title:	I, consistent with the te	erms of our agreen	nent.	Date:	
The undersigned certifies that the ir representation of services provided Signature: Print Name and Title: Received:	For CFC F	erms of our agreen Contract Use Onl	nent.	Date:	
The undersigned certifies that the ir representation of services provided Signature: Print Name and Title:	I, consistent with the te	contract Use Onl	nent.	Date:	



Series

800: Quality Assurance & Improvement

Policy Name

Critical Incidents and Client Risk Prevention

Policy Number

807

Origination Date

10/30/02

Revision Date 03/18/08

Regulation

CFOP 215-6

Attachments

DCF Incident Reporting Form

Policy

It is the policy of Child and Family Connections for its case management and provider agencies to identify and report critical incident information to ensure child safety and to prevent future risk.

Procedure

Scope of the Procedure

- 1. This policy applies to all incident reporting for children and families receiving services from CFC contracted providers.
- 2. This policy does not replace the abuse, neglect and exploitation reporting system. All allegations of abuse, neglect or exploitation must always be reported immediately to the Florida Abuse Hotline.
- 3. This policy does not replace the investigation and review requirements provided for in DCF's Child Death Review Procedures, CFOP #175-17 (see CFC policy 810).
- 4. For specific reporting procedures regarding runaways and other missing children, this procedure is used in conjunction with the CFC policy 500, Reporting Missing Children.
- 5. It is the responsibility of all CFC staff and all contracted provider staff to promptly report all incidents in accordance with the requirements of this procedure.

Use of the Incident Reporting Form

- 1. The DCF Incident Report form will be used by CFC staff, all providers and case managers within the network.
- The Incident Report Form may be used internally to report an incident or event that <u>may</u> pose a threat to the child, document the actions taken, and formally notify CFC and the case manager and supervisor. As an internal reporting tool,



there may be occasions when the situations reported do not necessarily place a child at risk but are recorded using this instrument nonetheless.

3. The Incident Report Form is used internally and externally to record an incident or event that <u>does</u> place the child or others at risk, to document the actions taken and the follow-up needed, and to formally notify the case manager's supervisor, case manager, CFC, and DCF.

Definitions of Reportable Incidents:

For purposes of this procedure, the following are incidents or events that must be reported immediately to CFC, the case manager and agency supervisor.

- 1. **Abuse/Neglect/Abandonment/Threat of Harm**. Allegations of abuse/ neglect/abandonment/threat of harm that justifies and requires a report to the Florida Abuse Hotline.
- 2. **Altercation:** A physical confrontation occurring between a child or parent and employee or two or more children when a client is under the protective supervision of CFC, and which results in one or more clients or employees receiving medical treatment by a licensed health care professional.
- 3. **Automobile Accident**: Accident occurring in a private or CFC vehicle during the course of employment.
- 4. **Baker Act.** Emergency hospitalization of any client for whom we have case management responsibility. (Notify Placement immediately 561 313-6818.)
- 5. Client Death: A child whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of a CFC employee, CFC contracted provider employee, or in a CFC operated or contracted program. (See CFC Policy 810 on Child Death Review Procedures).
- 6. **Criminal Activity:** Employees or clients. With regard to employees, criminal activity is reportable when it occurs while on CFC or subcontracted agency property while the employee is on the business of CFC, which results in an arrest.
- 7. **Disease Epidemic**: Any disease that fits the definition of "outbreak" likely to result in a high level of public interest.
- 8. **Elopement (runaway):** The unauthorized absence beyond four hours of a child who is under the protective supervision of CFC.
 - When a foster parent believes a child to be a runaway, the foster parent must notify their Family Support Specialist and the child's case manager immediately.

EXHIBIT B



The child's case manager is responsible for contacting law enforcement and filing an incident report with CFC once the child has been missing for 4 hours. The case manager must also immediately notify placement at (561) 313-6818 once the child has been missing for 4 hours.

If the client runs away while under the protective supervision of CFC, and is living at home with biological parents, the biological parent must notify police and the child's case manager immediately once a child has been missing for 4 hours.

The child's case manager is responsible for filing an incident report with CFC once a child has been missing for 4 hours.

If the child runs and is living in a provider facility (group home, residential treatment center, etc) the Director of that facility is responsible for contacting law enforcement and reporting the incident to CFC and notifying placement immediately once the child has been missing for 4 hours.

When the client returns from runaway status, the same responsible entities must notify the case manager, and Placement (561) 313-6818.

- Escape: The unauthorized absence as defined by statute, CFC policies and procedures of a client committed to, or securely detained in, a Department of Children and Families mental health or developmental services forensic facility covered by Chapters 393, 394 or 916, F.S.
- 10. **Foster Home/Facility Complaint**: A foster parent referral or licensing complaint that requires an assessment and investigation by the appropriate CFC agency, although the incident may not require a report to the Florida Abuse Hotline.
- 11. **Law violation**. Any arrest of a client while under the protective supervision of CFC, or arrest of an employee of CFC or any subcontracted provider.
- Medical error. Medication error, including omission, incorrect medication dosage administration of any client while under the protective supervision of CFC.
- 13. **Other Incident:** An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients who are under the protective supervision of CFC.
- 14. **Serious Client Injury or Illness:** A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of a CFC employee, CFC contracted provider employee, or



in a CFC or contracted facility. If the child is hospitalized, notify placement immediately.

- 15. **Sexual Battery or Sexual Acting Out:** An allegation of sexual battery by a client on a client, employee on a client, or client on an employee.
- 16. **Suicide Attempt**: An act which clearly reflects the physical attempt by a client to cause his or her own death while under the protective supervision of CFC, or a CFC contracted provider, which results in bodily injury requiring medical treatment by a licensed health care professional. This also pertains to suicidal ideation when resulting in an admission to a hospital or crisis stabilization unit.
- 17. **Theft/vandalism/damage**. The intent is to report damage that is significant and non-accidental.

Who reports?

- 1. When a child is involved in an incident in a foster home, the foster parent must notify their Family Support Specialist and the child's case manager immediately. The child's case manager is responsible for filing an incident report with CFC and notifying placement if the incident is elopement, Baker Act, or overnight hospitalization.
- 2. If the client is involved in an incident while under the protective supervision of CFC, and is living at home with biological parents, the biological parent must notify police and the child's case manager immediately. The child's case manager is responsible for filing an incident report with DCF and CFC.
- 3. If the child runs or is involved in any other type of incident while under the protective supervision of CFC, and is living in a provider facility (group home, residential treatment center, etc) the Director of that facility is responsible for filing an incident report with CFC, and for notifying the child's case manager and placement if the incident is elopement, Baker Act, or overnight hospitalization.
- 4. When the client returns from runaway status, the same responsible entities must notify CFC and Placement at (561) 313-6818.

Reporting Procedure

 Certain incidents are labeled "priority incidents" and must be reported verbally to CFC Chief Executive Officer (CEO) and Dennis Miles, DCF District Manager for Administrative Services within two hours of the incident or knowledge of the incident. These are reported to Dennis Miles, District Manager for



Administrative Services for DCF. If the Incident involves a client death, call: Stephen Faroni, District Operations Manager for DCF and CEO of Child and Family Connections.

All other incidents that do not fall into a "priority" category must be reported to CFC by way of the written reporting form within 24 working hours of the incident or knowledge of the incident.

- 2. Those incidents labeled "PRIORITY INCIDENTS" requiring verbal report are the following five categories. (See definitions above):
 - a. Client death
 - b. Any event that might warrant media attention
 - c. Sexual battery
 - d. Suicide attempt
 - e. Other incident as described above ("An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot or hostage situation, which jeopardizes the health, safety and welfare of clients")
- 3. All verbal reports are followed by hard copy written reports sent within 24 working hours of the incident. The DCF, District 9 Incident Reporting Form must be completed and emailed or faxed to CFC's Quality Assurance Department at incidents@cfcpbc.org within 24 hours of the incident.
- 4. REPORT REVIEWER (IDENTIFIED ON THE FORM) WILL ENSURE THAT THE REPORT FORM IS COMPLETELY FILLED OUT BEFORE IT IS EMAILED/FAXED TO CFC's QUALITY ASSURANCE Department at (incidents@cfcpbc.org).
- 5. AT A MINIMUM THE REPORT WILL CONTAIN:
 - a). Section I
 - a. Incident category
 - b. Date and time of incident
 - c. Location of incident and Provider
 - d. Victim/person involved
 - e. REVIEWED BY
 - Incident reporter AND THAT PERSON'S TELEPHONE NUMBER
 - g. BRIEF SUMMARY OF the INCIDENT
 - b). Section II
 - FILL OUT IN FULL
 - c). Section III
 - Provide a **<u>DETAILED</u>** description of the incident.



- d). Section IV
 - Corrective Action
 - Follow up
- e). Section V
 - "Individuals Automatically Notified" must ALWAYS contain the child's case manager, then whoever else is notified by individual provider program requirements.
- 6. Any incident report that does not contain the required information will be returned for completion.
- 7. The CFC Quality Assurance Manager will forward the incident report to the following
 - The CFC Quality Assurance Director
 - The CFC Placement Coordinator
 - The CFC Director of Health Ed & Support Services
 - The CFC Children's Mental Health Coordinator
 - The CFC Case Management Coordinator
 - The CFC Missing Children & Client Relations Specialist (elopement only).
- 8. The local Human Rights Advocacy committee will be informed of reportable events.

Follow-Up Review of Critical Incidents to Prevent Future Occurrence

- The Quality Assurance Director is responsible for ensuring a system of review of reportable events to determine what actions need to be taken, if any, to prevent future occurrences and a follow-up process to ensure such needed actions are successfully implemented.
- 2. Any incident that is likely to involve media or public attention or which resulted in serious injury to a child will be immediately reviewed by the CFC management team to determine the basic answers to who, what, when, where, and how the incident occurred. At a minimum, CFC staff will attempt to determine whether:
 - a) Staff were in compliance with program policies and procedures;
 - b) Appropriate handling of the situation and action taken to protect the child;
 - c) Steps taken to maintain control or the situation and to limit risk to the child(ren) and liability to CFC/DCF.



3. CFC will track and analyze all incident reports. A copy of the original report will be maintained in the child's case record. The Quality Assurance Director will report to the management team the number of reports filed, the nature of the reports, the actions taken as a result of the report, and any underlying problems that the reports may indicate need attention.

Release of Information

Any request by the public or media for a copy of the incident report will be directed to the CEO of CFC.