# Agenda item #: **3X-2**

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Ap		[X] [ ]	Consent Ordinance	[]	Regular Public Hearing
Department: Submitted By: Submitted For:	Department of F Department of F Division of Just	Public Sa	afety		

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** executed Amendment No. 1 to the Service Agreement with Child & Family Connections (R-2009-1331) effective March 1, 2010.

**Summary:** The amendment incorporates section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 to the existing agreement. Resolution R2005-1588 authorizes the County Administrator or his designee to execute grant contracts with Child & Family Connections to provide supervised visitation services. <u>Countywide</u> (GB)

**Background and Policy Issues:** The Family Connection program provides supervised visitation and monitored exchange services for families who are subject to court ordered supervised visitation or monitored exchange. It is operated in conjunction with the Administrative Office of the Court, who has reviewed the terms of the contract.

## Attachments

- 1) Amendment to Service Agreement SAOO6-10
- 2) Original Service Agreement SA006-10

\_\_\_\_\_ **Recommended by:** Department Director

Approved By:

Assistant County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact					
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included In Current B	udget? Yes	No			
Budget Account Exp No: Fur	ndDepart	tment Uni	itObjec	t	
Rev No: Fun	ndDepart	ment Uni	itObjec	t	
B. Recommended Sources of	f Funds/Sumr	nary of Fiscal	Impact:		

There is no fiscal impact associated with this agenda item.

Departmental Fiscal Review: Staphane & Slipoka 4/9/10

## III. REVIEW COMMENTS

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

OFMB Β. Legal \$ufficiency: Assistant County Attorney

C. Other Department Review:

## **Department Director**

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

4115110

Contract Administration

Fy 09/10 Child and Family Connections

1

SA006-10 Page 1 of 2



APR 12 200

## AMENDMENT #001

THIS AMENDMENT, entered into between Child and Family Connections, fine TMENT hereinafter referred to as CFC, and Palm Beach County Board of County Commissioners, hereinafter referred to as Vendor, amends Service Agreement SA006-10.

The following is hereby added to the existing agreement:

In accordance with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990:

- (1) Network Provider and its partners, subcontractors, and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA).
- (2) Network Provider shall, if the Network Provider or any of its partners, subcontractors, or agents employs 15 or more employees, designate a Single-Point-of-Contact (one per organization) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA. The name and contact information for the Network Provider's Single-Point-of-Contact shall be furnished to the CFC Contract Manager by no later than March 12, 2010.
- (3) Network Provider shall, by no later than March 30, 2010, contractually require that its partners, subcontractors and agents comply with section 504 and the ADA. A Single-Point-of-Contact shall be required for each partner, subcontractor or agent that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf of hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Provider's Single-Point-of-Contact.
- (4) The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA. Further, employees of Network Provider, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file.
- (5) Network Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customer or companions are

## Fy 09/10 Child and Family Connections

SA006-10 Page 2 of 2

posted near where people enter or are admitted within the agent locations. Such Notices must be posted by no later than March 12, 2010, with respect to current Network Providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/ig/civilrights.shtml

- (6) The Network Provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Network Provider shall submit Compliance Reports monthly, not later than the 10th day of each month, to the CFC Contract Manager. The Network Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- (7) If customers or companions are referred to other agencies, the Network Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

This amendment shall begin on March 01, 2010.

**IN WITNESS THEREOF**, the parties hereto have caused this <u>two (2) page</u> amendment to be executed by their officials thereunto duly authorized:

VENDOR:

Palm Beach County Board of County Commissioners

ÐnUl Signed By:

Name: Vincent Bonvento

Title: Assistant County Administrator

Date: \_3

Federal I.D. # 59-6000785

MAILING ADDRESS: Palm Beach County Board of County Commissioners 205 North Dixie Hwy. West Palm Beach, FL 33401 CIRCUIT 15 COMMUNITY- BASED CARE LEAD AGENCY:

Child and Eamily Connections, Inc. Services, Inc.

Signed By:

Name: Judith Warren

Title: Chief Executive Officer

3-24-10 Date:

Federal I.D. # 65-0978467

MAILING ADDRESS: Child and Family Connections, Inc. 4100 Okeechobee Blvd., 2nd Fl West Palm Beach, FL 33409

Agenda Item #: 3X5

.

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: Au	gust 18, 2009	[X] []	Consent Ordinance	[] []	Regular Public Hearing
Department: Submitted By: Submitted For:	Department of F Department of F Division of Just	Public Sa	afety		
	<u>. E</u>	XECUTIN	/ <u>E BRIEF</u>	I I I I I I I	AA
Grant Agreement N Division of Justic	with Child & Family	Connecti vised vis	ions to receive sitation servic	up to { es pro	the original executed \$34,651 per year for the ovided by the Family a 30, 2010.
execute grant con services The gi	tracts with Child &	Family C uire any	onnections to County cas	provic h mat	trator or his designee to le supervised visitation tch; a County in-kind
visitation and mon supervised visitation	itored exchange se	ervices fo exchange	or families who e. It is opera	are s ated in	m provides supervised ubject to court ordered n conjunction with the the contract.
Attachments 1) Service /	Agreement FSSAO	O6-10			
Recommended b	y:	ient Dire	<u>Jon</u> ictor	/ti	to 1/23/20. Date
Approved By:	Vin	19	Ba	10 -	+ 1/22/2

#### 11. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2009</u>	2010	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures Operating Costs	9,625	28,876			
External Revenues Program income (County)	<u> </u>	(25,988)			
In-Kind Match (County)	<u> </u>	Z2,888>			
Net Fiscal Impact	0	0			
<b># ADDITIONAL FTE POSITIONS (Cymulative)</b>	0	0_	0	0	0

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 5224 Object 3401 Rev No: Fund 0001 Department 660 Unit 5224 Object 3129

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

These budgeted revenues offset the operational costs of Supervised Visitation and Monitored exchanged programs of Family Connections.

**Departmental Fiscal Review:** anner

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Dev. and Control Comments: This item is included in the proposed F12010 budget.

MB 67129/09 Chaylon -ji340" В. Sufficiency: £1 Assistant County Attorney

30)09 5 Contract Adm

C. Other Department Review:

**Department Director** 

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



### SERVICE AGREEMENT SA006-10

This Agreement is made and entered into this <u>1st</u> day of <u>July, 2009</u> by and between Child and Family Connections, Inc., a Florida Corporation, hereinafter referred to as CFC, and **Paim** Beach County Board of County Commissioners, hereinafter referred to as Vendor.

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

-1- Definitions:

<u>Contract Manager</u> – The individual designated by CFC to negotiate and manage and monitor the contract/service agreement.

**Dependency Case Manager** – The position coordinating all services rendered to the child or family and, who, serves as the single and continuous point of contact for the child and family from entry into the child protection system until exit from the child protection system to the extent feasible.

**Dependency** – A legal finding by the circuit court under Chapter 39, F.S., that a child has been, or is at risk of being abused, abandoned, or neglected, such that protective supervision is required.

Dependency Court – A circuit court assigned to exercise jurisdiction under Chapter 39, F.S.

<u>Master Agreement</u> – The contract between the Department of Children and Families and CFC making CFC the lead agency for Community Based Care and specifying the provisions under which the Department will transfer and CFC will provide foster care and related services, authorized under section 409.1671, Florida Statutes. The Master Agreement authorizes CFC to subcontract for certain services described in the Master Agreement.

<u>Match</u> – A contribution, in case or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.

<u>Supervised Visitation Observation Report</u> – A report containing data for all visits conducted and cancelled during the month.

-2-During the term of this Agreement, Vendor shall conduct professional services for CFC as described herein:

The Family Connection Program will provide supervised family visitation services for families who are subject to court ordered supervised family visitation.

#### The Vendor will:

Ensure that the Family Visitation Monitoring Supervisor records all observations of each visit.

Ensure that the Site Manager or designee reviews case notes after each visit by the next work day in order to review any noted concerns or problems that will need to be addressed before the next family supervised visitation. A copy of the <u>Supervised Visitation Observation Report</u> will be sent to the CFC Dependency Case Manager.

Immediately report situations that qualify as incidents as defined in the <u>CFC Incident Reporting</u> <u>Policy and Procedure</u>, (Exhibit A), to the Dependency Case Manager within stipulated time frames.

Have the Site Manager or designee prepares reports as requested by the court which ordered the Supervised Family Visitation.

Request from the court a status review of any case in which they have noted concerns about the level of family supervised 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 Vendor.

Subscribe to all data requirements of CFC.

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 the Vendor toward an integrated system of care for children and families. Educate members of the CFC system of care as to Vendor's services so as to ensure an appropriate volume of Dependency court referrals.

Clients who are eligible for the services under this Agreement are families whose children have been adjudicated dependent and temporarily placed in the custody of the state, relative or non-relative.

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

-3- CFC shall pay compensation to Vendor in the amount and manner as described herein:

This is a fixed price, unit cost Agreement. CFC shall pay the Vendor for the delivery of services provided in accordance with the terms of Section 1 of this Agreement for a total amount not to exceed <u>\$34,651.00</u> per fiscal year, subject to the availability of funds. Unit of service is one (1) month of court ordered supervised visitation. Vendor will be paid a unit rate of <u>\$2,887.58</u> 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. Match Commitment/Donation shall be documented and reported monthly to the Contract Manager on the <u>Child Access and Visitation Grant</u>, (Exhibit C). The following formula determines the local match requirement by the Vendor to commit and document continued matching funds:

Total allocation (\$34,651) divided by .90 equals the full funding amount. (\$38,501.12) Subtract the total allocation from the full funding amount and the difference equals the 10% local match requirement. (\$38,501.12 minus 34,651.00 equals a match requirement of \$3,850.12 for the state fiscal year 2009-2010.)

2

A completed <u>Monthly Invoice</u>, (Exhibit B), for services 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 ten (10) days following the end of the month for which payment is being requested.

CFC agrees to pay the Vendor within thirty <u>30</u> days of Vendor's submission of a properly completed invoice.

-4- Other Requirements:

#### Reporting:

The Vendor agrees to submit to the CFC Contract Manager, a <u>Monthly Status Report</u>, (in a CFC approved format) by the tenth <u>10th</u> 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 CFC 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.
- Total number of supervised visitations of dependency cases.
   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
- dependency case management staff. 7. Total number of hours and type of training completed by Vendor's staff.
- 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.
- 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.

Vendor agrees to submit to the CFC Contract Manager, a <u>Child Access and Visitation Local</u> <u>Service Provider Survey</u> (in a format developed by the Department of Children and Families). Report must be submitted within thirty-five (35) days following the end of the reporting period <u>and</u> annually by October 15<sup>th</sup>, covering previous fiscal year, 10/01-09/30. Vendor may see Child Access and Visitation Local Service Provider Survey, which is incorporated herein by reference and is maintained on the Department's web-site. Directions for completing this report are as follows:

- 1. Complete the Child and Access Visitation Local Provider Survey Federal Report (Word) format for Section A, B and C.
- Complete the Child Access and Visitation Local Provider Survey Federal Report (Excel) format for Section D electronically via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at <u>https://svpdb.org</u>. To obtain a login code and password contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.

Vendor will ensure that all staff completes the required level two (2) screenings and pre-service training to include indicators of abuse and neglect, domestic violence, and substance abuse.

3

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

Vendor 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.

Vendor 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.

Vendor 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).

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

The term of this Agreement shall begin on 07/01/2009 and shall end at midnight on 06/30/2010.

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 Vendor, and CFC will pay for services completed through the date of termination.

This Agreement constitutes the entire understanding and agreement between CFC and Vendor 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.

4

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.

4

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

29

0

TO FORM

19Ma W Vincent Bony ento, Assistant County Administrator Palm Beach County

Date

(59-8900785) IS I Date

cife	Child & Fam	nily	EXHIBIT A
	CONNECTIO	N 5	
Series	800: Quality As	surance & Improveme	nt
Policy Name	Critical Incide	nts and Client Risk P	revention
Policy Number	807		
Origination Date	10/30/02	<b>Revision Date</b>	03/18/08
Regulation	CFOP 215-6		
Attachments	DCF Incident R	eporting Form	
Policy	management a	of Child and Family Co nd provider agencies f ation to ensure child se	nnections for its case to identify and report critical afety 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.
- 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).
- 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,

Page 1 of 7

#### EXHIBIT A



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 does 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 provider employee, operated provide 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.
- 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.

Page 2 of 7

1

07/01	107
01/01	IUI

## Exhibit C Child Access and Visitation Grant 10% Monthly Match Report

CBC Lead Agency or provider:	Child and Family Conne	<u>ections</u>
District/Region:	District 9 / West Palm E	leach
For the period:	<u></u>	
	CASH	IN-KIND
	CASH	111-111112
Total Match Required for Contr	ract: \$	\$ <u>\$0</u>
Total Match Reported for this F	Period: \$	<b>\$</b> <u>\$0</u>
		\$ <u>\$0</u>
Total Match Year to Date:	\$	ቂ <u>ጥ</u> ር
Comments:	· · · · · · · ·	
		•
Telephone Number:	······································	
Email Address:		
Approved by:		
, ippiorod by.		•

	Image: Section A-Provider Information:         Contract #:    SA006-10						
Contract #: Provider Name:							
Remittance Addr	ess:	c/o l	c/o Eugene Villanueva, 20 Military Trail, WPB, Fl 33415				
Invoice for the m	onth of:						
N	OTE: Ven	idor - Only inpu	t data into are	as highlighte	d in green		
Section B- Total Invoi	ce Amount	•					
	oo ranoune	Current Month	Total Billed-T	o-Date			
		Α	B	C Previous	D = (A+C)	E = (B-D)	1
		Total Due this	Total Contrac		Total Billed-	Amount	
		Month	Dollars	Billed	To-Date	Remaining	
			\$34,651.00		-	-	
Section C - Match Con	ntribution:		001,001.00	Mound the plane in the source			1
		Current Month	Total Billed-T		D = (4 · 0)	E = (0,0)	l
-		A	B	C . Previous	D = (A+C) Total	E = (8-D)	
<b>_</b>	•	Total provided	Total Match	Amount	Reported-To-	Match Amount	
Description of N		This Month	Required	Reported	Date	Remaining	
n an an Anna an Anna an Anna An Anna an Anna an Anna					-		
Note: Documentation				ibutions Claime	d	<u> </u>	ŀ
Provider Certification: The undersigned certific representation of servic	es that the i				ate		
					<b>D</b> -t-t		
Prenared by:					Date:		
Prepared by:		Name/T	itie		Date:		
		Name/T	itie		Date:	/	
		Name/T					
		Name/T			Date:	, ,	
Approved by:		Name/T	ītlə	Total Invoice A	Date:	d:	
Approved by:		Name/T	ītlə	Total Invoice A	Date:	d:	· .
Approved by: Dat		Name/T Name/T d:	itie	Total Invoice A Approved By ar	Date: mount Approve		· .
Approved by: Dat	te Receive	Name/T Name/T d:	itie		Date: mount Approve		· · ·
Approved by: Dat	te Receive	Name/T Name/T d:	itie		Date: mount Approve		
Approved by: Da CFC V	te Receive	Name/T Name/T d:	itie		Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Ti Name/Ti d: view:	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Approved by: Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		
Da CFC V Provider ID:	te Receive	Name/Tr Name/Tr d: view: Contract No.	itie	Approved By ar	Date: mount Approve		

CFC Child & Family

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.

- 9. 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

Page 3 of 7



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?

- 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

Page 4 of 7

EXHIBIT A

CIEC Child & Family

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.

- 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 <u>incidents@cfcpbc.org</u> 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
  - f. 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.

Page 5 of 7



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 ٠
  - The CFC Placement Coordinator ٠
  - 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

- 1. 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(rea) and liability to CECIOCE
  - child(ren) and liability to CFC/DCF.

Page 6 of 7

**EXHIBIT A** 

Page 7 of 7

Child & Family

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.

<u>Release of Information</u> Any request by the public or media for a copy of the incident report will be directed to the CEO of CFC.

r		F
	Executive Director Approval:	Date:

7/01/07			
	Child Access and Vi Local Service Prov		
State: Florida			
Amount of Grant:	\$		•
CBC Lead Agency of Provider	r	• •	
District/Region			
FFY 2007 (06-07) FFY 2008 (07-08) FFY 2009 (08-09)	Services Prov Federal Fiscal Y 10/1 to 9/ ]	<b>(ear (FFY)</b>	
A. Service Provider	r Information		
	nated service provider and	director:	
Name of persor	n completing this form:	. *	·
Street address:			
• City, state, & zi	p code:		
Telephone num	nber:		

1

• E-mail address:

•

• Fax number:

B. Access and Visitation Services and Activities for parents, children, other caregivers, staff, and providers.

Identify activities and services	 Pa	rticipa	tion	 
supported by the Child Access and Visitation Grant provided by your agency. Indicate which activities are mandatory, voluntary, or both.	Mandatory	Voluntary	Both	-
Mediation Counseling Education				
Visitation Enforcement Monitored Visitation Supervised Visitation Therapeutic Visitation Neutral drop-off/pickup				
Other (please explain below) Development of Parenting Guidelir Development of Parenting Plans Other Services and Activities (plea	ibe)			

2

\*Electronic submission is preferable.

C. Access and Visitation Grant Funds and Awards from Other Sources In the boxes below indicate if your access and visitation activities are funded only with funds from the Child Access and Visitation Grant Program, or if your grant funds are combined with funds amounts from other sources.

Child Access and Visitation grant funds only

(Skip to E)

Combined with funds from other sources

3

(Respond to next item)

If you received funds from other sources, name the source and provide the dollar amount and percentage of the total program funds.

Source	\$Amount of Funds	Percent of Total Funding

#### Complete Attach Data Sheet (in Excel Format):

#### **D. Local Service Provider Work Sheet**

Complete the Child Access and Visitation Local Provider Survey Federal report (Excel) format for Section D electronically via the Florida State University Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org.

To obtain a login code and password contact Florida State University Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.

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

Child & Family

June 30, 2009

Ms. Nicole Saunders Director, Justice Services Palm Beach Board of County Commissioners 205 North Dixie Highway West Palm Beach, FL 33401

Dear Ms. Saunders:

Enclosed is an executed original copy your new service agreement (SA006-10) with Child & Family Connections, Inc. (CFC) effective July 1, 2009.

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 CFC Contract Department at (561) 352-2500 with any questions or concerns.

Sincerely,

Michelle C. Bond

Contract Manager Child & Family Connections, Inc.

Enclosure

cc: Contract File

