Agenda Item #:	3X-4
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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010		[X]	Consent	[]	Regular
		[]	Ordinance	[]	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: A) Receive and file the original executed Service Grant Agreement with Child & Family Connections (CFC) for a total amount not to exceed \$34,651 per fiscal year for the Division of Justice Services supervised visitation services provided by the Family Connections program. This service agreement shall be effective as of July 1, 2010 and shall automatically renew annually; and **B**) Receive and file the executed Addendum to the CFC Contract to allow for reimbursement from CFC for the period July 1, 2010 through July 8, 2010 for which no legal contract was in effect, according to the terms and conditions of SA-PCC-011; and **C**) Approve a budget amendment of \$1,831 in the general fund to adjust the budget to the actual grant award.

Summary: The Family Connection program provides supervised family visitation services for families who are subject to court ordered supervised family visitation. Resolution R2005-1588 authorizes the County Administrator or his designee to execute grant contracts with Child & Family Connections to provide supervised visitation services. The grant does not require any County cash match; however a County in-kind match of \$3,850.12 for state fiscal year 2009-2010 is required. <u>Countywide</u> (GB)

Background and Policy Issues: This Service Grant Agreement has been renewed annually at approximately the same annual amount of \$34,651 for the past six years for the same services. It is operated in conjunction with the Administrative Office of the Court, who has reviewed the terms of the contract.

Attachments

- 1) Service Agreement
- 2) Addendum to Agreement

3) Budget Amendment

Recommended by: Departín hent Director Approved By: istant County Administrator

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	9,625	28,876			
External Revenues	(8,663)	(25,988)			
Program Income (County)					
In-Kind Match (County)	962	2,888			······································
Net Fiscal Impact	0	0			
# ADDITIONAL FTE					_
POSITIONS (Cumulative)	0	0	0	0	0
Is Item Included In Curre	ent Budget?	Yes	No <u>X</u>		

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

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

Fund: General Fund Unit: Family Connections

Departmental Fiscal Review: Stephanie Simoha 8/2/10

III. <u>REVIEW COMMENTS</u>

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

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Contract Administration

B. Legal Sufficiency:

tant Coun Attorney

C. 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

July 8, 2010

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Ms. Nicole Saunders 205 N. Dixie Hwy West Palm Beach, FL 33401

Dear Ms Saunders:

Enclosed is an executed copy of your updated Service Agreement for FY 2010-2011 with Child & Family Connections, Inc. These agreements are effective July 1, 2010.

Additionally, we are requesting an updated copy of your license and the signed Affidavit included in your Agreement packet.

CFC would like to thank you for your continued participation as a Network Provider and looks forward to working with you in the coming year. As always, Child & Family Connections, Inc. will continue to provide your organization with technical support services as needed.

Should you have any questions or concerns, please contact the Contract Services Department at (561) 352-2500.

Sincerely,

Julio

Selina Dukhu Contract Manager Child & Family Connections, Inc.

Enclosure

cc: Contract file



Attachment 1

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into and between CHILD AND FAMILY CONNECTIONS, Inc. (hereinafter referred to as ("CFC"), the Community-Based Lead Agency for child welfare services in Palm Beach County, and PALM 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

Contract Manager – 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.

Master Agreement – 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.

Match – 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.

Supervised Visitation Observation Report -A report containing data for all visits conducted and cancelled during the month.

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GENERAL DESCRIPTION

During the term of this Agreement, The Family Connection Program will provide supervised family visitation services for families who are subject to court ordered supervised family visitation.

-3-SERVICE TASKS

The Vendor shall ensure that the Family Visitation Monitoring Supervisor records all observations of each visit.

The Vendor shall 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 **Supervised Visitation Observation Report** will be sent to the CFC Dependency Case Manager.

The Vendor shall immediately report situations that qualify as incidents as defined in the CFC Incident **Reporting Policy and Procedure (Exhibit A)**, to the Dependency Case Manager within stipulated time frames.

The Vendor shall have the Site Manager or designee prepares reports as requested by the court which ordered the Supervised Family Visitation.

The Vendor shall 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.

The Vendor shall subscribe to all data requirements of CFC.

The Vendor shall 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.

The Vendor shall work with CFC to mobilize the Vendor toward an integrated system of care for children and families and 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.

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METHOD OF PAYMENT

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 \$34,651.00 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 \$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. Match Commitment/Donation shall be documented and reported monthly to the Contract Manager on the Child Access and Visitation Grant,

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(Exhibit D). 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.)

A completed Monthly Invoice, (Exhibit B), for services together with the Monthly Status Report (Exhibit C), shall be submitted for payment to the CFC Contract Department on a monthly basis. Invoices 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.

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REPORTING

1. Monthly Status Report

The Vendor agrees to submit to the CFC Contract Manager, a **Monthly Status Report** by the tenth <u>10th</u> of the month following the reporting 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.

- a. Total number of visits cancelled and reason for the cancellation.
- b. Total number of Observation reports completed.
- c. Total number of requests to the court for status reviews and the names of those cases referred.
- d. Total number of supervised visitations of dependency cases.
- e. Total number of Observation reports on dependency cases furnished to CFC case management staff.
- f. Total number of Court reports on dependency cases furnished to CFC dependency case management staff.
- g. Total number of hours and type of training completed by Vendor's staff.
- h. Any incident of abuse or violent behavior that occurred by a parent during the supervised visits or monitored exchanges.
- i. Total number of cases closed, listing reasons for closure and any change in visitation supervision level from opening to closure
- j. Total number of monthly visits and total of possible visits.
- k. Status list which includes custodial parent, non-custodial parent, child, and race, division which generated the referral and number of visits or monitored exchanges completed during that month of service.

2. Child Access and Visitation Local Service Provider Survey

Vendor agrees to submit to the CFC Contract Manager, a **Child Access and Visitation Local Service Provider Survey** (in a format developed by the Department of Children and Families), **Exhibit E.** Report must be submitted within thirty-five (35) days following the end of the reporting period <u>and</u> annually by October 15th, 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:

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- a. Complete the Child and Access Visitation Local Provider Survey Federal Report (Word) format for Section A, B and C.
- b. 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.

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AUXILIARY AIDS AND SERVICES FOR THE DEAF AND HARD OF HEARING

Vendor shall agree to adhere to Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) and Title I and Title IV of the Americans with disabilities Act of 1990, as amended. Not to discriminate against any employee in the performance of this Contract or against any applicant for employment because of genetics or disability. The Vendor further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of genetics or disability. The Vendor shall adhere to these EEO Laws as outlined by the EEOC. This is binding upon the Vendor employing fifteen (15) or more individuals.

In accordance with Title II of the Genetic Information Nondiscrimination Act of 2008, the Vendor shall adhere to the proposed regulation as required by posting the most recent EEOC notice in conspicuous places describing GINA's applicable provisions.

Support to the Deaf or Hard-of-Hearing:

The Vendor and its subcontractors, where direct services are provided, 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), 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), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services Persons with Hearing Impairment."

If the Vendor or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to Child and Family Connection's Single-Point-of-Contact or Contract Manager within 14 calendar days of the effective date of this requirement.

The Vendor shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-of-Contact will ensure effective communication

with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.

The Vendor Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of the Vendor and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

The Vendor'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 customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: http://www.dcf.state.fl.us/admin/ig/civilrights.shtml

The Vendor and its subcontractors 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 Vendor shall submit compliance reports monthly, not later than the 10th day of each month, to Child and Family Connection's Single-Point-of Contact or Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

If customers or companions are referred to other agencies, the Vendor must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication

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OTHER REQUIREMENTS

- a. Vendor shall possess all licenses required by federal or state law or by local government ordinance for the provision of the services identified in this Agreement.
- b. 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.
- c. Vendor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of six (6) years after completion of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement, at no additional cost to CFC.
- d. Vendor shall not 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.
- e. 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.
- f. 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).
- g. 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.

h. Vendor shall provide assurances in the notarized affidavit (Exhibit C) that the conditions listed in said affidavit does not exist. In the event that one or more condition exists the provider shall disclose this information to CFC immediately or within 5 days of acknowledging that such disqualifying condition exist. If CFC is made aware that any disqualifying condition exists, CFC must obtain written approval from the department in order to enter into an agreement with said provider.

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TERM AND TERMINATION

This Service Agreement shall be effective as of <u>July 1, 2010</u> and shall automatically renew annually, unless either party provides the other party with a thirty (30) day written termination notice, 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 Service Agreement may terminate with or without cause at the sole discretion of **Child and Family Connections, Inc**.

This Agreement including its exhibits 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.

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.

IN WITNESS WHEREOF, the parties hereto have caused this 6 page Service Agreement and all referenced Exhibits to be executed by their undersigned officials as duly authorized.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

NAME <u>Vince</u> Bonvento
TITLE Assistant County Administrator
SIGNED / Unit Alondants
DATE 7/7/2010

Federal ID#: (59-6000785)

EXHIBITS

Exhibit A	Incident Reporting & Form
L'Amont / 1	moraoni reporting of 1 on

- Exhibit B Monthly Invoice
- Exhibit C Affidavit
- Exhibit D Child Access & Visitation Grant
- Exhibit E Child Access & Visitation Local Service Provider Survey

FY_010-011 SA-PCC-011 Child & Family Connections, Inc. Palm Beach County Board of County Commissioners

CHILD AND FAMILY CONNECTIONS,

NAME Judith Warren TITLE Chief Executive Office SIGNED DATE





prevent future risk.

Series Policy Name Policy Number Origination Date Regulation Attachments	800: Quality Assurat Critical Incidents a 807 10/30/02 CFOP 215-6 DCF Incident Repor	nd Client Risk P Revision Date	
Policy	It is the policy of Ch	ild and Family Co	nnections for its case management and provider
	agencies to identify	and report critical	incident information to ensure child safety and to

Procedure

Scope of the Procedure

- 1. This policy applies to all incidents 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.
- 2. 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. 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.
- 12. **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?

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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

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- 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.
- 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.
 - 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

- 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(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.

Executive Director Approval:	Date:



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Incident Reporting System District 9 Incident Form New Incident

I. Identifying Information
Incident Primary Category: Click for Choices:; Specify if Other:
Incident Secondary Category(s): Click for Choices:; Specify if Other:
Incident Date:
Time of Incident:
District:
County: Click for Choices: Specify if Other:
FAHIS#:
Program Area: Click for Choices: If Other, Explain:
Victim/Person Involved:
Victim/Person Type: Click for Choices:
Victim/Person Group: Click for Choices:
Contract Provider Name/Foster Home:
Location/address of Incident:
Type of Facility:
Is victim's Primary Residence in Florida? Click for Choices:
Reviewed By:
Incident Coordinator: Dennis Miles
Incident Reporter:
Report Entered by:
IR Telephone #:
Description Summary:

ticipant(s) Witness (es) (if a	pplicable)		
Birth Date	Age	Race	Gender	Type of Witness
			ticipant(s) Witness (es) (if applicable) Birth Date Age Race	

District 9 Incident Reporting Form



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Incident Reporting System District 9 Incident Form New Incident

III. Description of Incident

Give Detailed Account - (Who, What, When, Where, Why, How)

IV. Corrective Action and Follow Up

Immediate Corrective Action:

Is follow up action needed? Click for Choices:

If Yes, Please Specify:

V. Individuals Automatically Notified

	VI. I	ndividuals Notified			
	Abuse Registry	Health Care Admin	Law Enforcement		
Name:					
Badge/ID#:	and a second				
Date:					
Time:					
Called:	Time:	Time:	Time:		
Сору:	Time:	Time:	Time:		
Accepted:					
	Parent/Guardian/ Family Member	Other: (Please Specify)	Other: (Please Specify)		
Name:					
Date:					
Time:					
Called:	Time:	Time:	Time:		
Сору:	Time:	Time:	Time:		

VII. Death F	Review Information
Date of Death:	Time of Death:
Place of Death:	
Suspected Cause of Death:	
Classification of Death: Click for Choices:;	Explain:

District 9 Incident Reporting Form

Page 2 of 3



Incident Reporting System District 9 Incident Form New Incident

Death Review Summary

Description of events leading to death and include previous department involvement:

Did death occur in restraint/seclusion?:

Medical Examiner Case?:

Autopsy Requested?:

Date Requested:

Autopsy Done:

· ·

Date of Autopsy:

District 9 Incident Reporting Form

Page 3 of 3



Child and Family Connections, Inc. Exhibit B Monthy Invoice - Purchased Services

Section A-Provider Information:

Contract #:
Provider Name:
Remittance Address:
Turnelon for the mouth

SA-PCC-011

Palm Beach Board of County Commissioners

c/o Eugene Villanueva, 20 Military Trail, WPB, FI 33415

Invoice for the month of:

NOTE: Vendor - Only input data into areas highlighted in green

Section B- Total Invoice Amoun	it:				
	Current Month	Total Billed-To-I	Date		
	Α	В	С	D = (A+C)	E = (B-D)
	Total Due this Month	Total Contract Dollars	Previous Amount Billed	Total Billed- To-Date	Amount Remaining
Section C - Match Contribution:		\$34,651.00		-	-
	Current Month	Total Billed-To-I	Date		
	A	В	С	D = (A+C)	E = (B-D)
Description of Match	Total provided This Month	Total Match Required	Previous Amount Reported	Total Reported-To- Date	Match Amount Remaining
				-	-
				-	-

Note: Documentation must be available to support all Match Contributions Claimed

Provider Certification:

The undersigned certifies that the information contained in this report is a true and accurate representation of services provided, consistent with the terms of our agreement.

Prepared by:				Date:
		Name/Ti	itle	
Approved by:				Date:
	<u> </u>	Name/Ti	itle	
		For CFC	Contract Use	Only:
	Date Recei	ived:		Total Invoice Amount Approved:
(CFC Vacancy	Review:		Approved By and Date Approved:
		For CF(C Finance Use	Only:
Provider ID:		Contract No.	SA006-10	Processed:
G/L Account:	74010	Sub Account:	7408	Date:



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

AFFIDAVIT

I (CEO NAME) _______hereby affirm on behalf of (PROVIDER) ______

attest that one or more of the five (5) disqualifying conditions listed below does not exist.

_____ (PROVIDER)

- 1. Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
- Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused, neglected children, or which adversely reflects their ability to properly handle public funds;
- 3. Is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
- 4. Has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- 5. Has failed to implement a corrective action plan approved by the department or any other governmental entity, after receiving due notice

By signing this AFFIDAVIT, (PROVIDER) is providing assurances that the above disqualifying conditions does not exist.

_______(CEO NAME) _______(PROVIDER) State of _______ County of _______ On this, the _____day of _______, 2010, before me a notary public, the undersigned, personally appeared. _______(CEO NAME), known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that he/she is the person that has executed this Affidavit for the purpose therein.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

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Child Acc 10% N	ant	
Date:		
CBC Lead Agency or provider:	Child and Family Connect	ions
District/Region:	District 9 / West Palm Bea	ich
For the period:		
<u></u>	CASH	IN-KIND
Total Match Required for Contra	nct: \$	\$
Total Match Reported for this Pe	eriod: \$	\$
Total Match Year to Date:	\$	\$
Comments:		
Report prepared by: Telephone Number: Email Address:		
Approved by:		

	<u>Exhibit E</u>
Part II: Lo	cal Service Provider Survey
State:	Grant Amount: \$
Name of G	rantee:
Part II: Local S State: Name of Grantee: Data on Service: FY 2010 (Octob) FY 2011 (Octob)	Services Provided During: (check one)
FY 2010	(October 1, 2009 – September 30, 2010)
FY 2011	(October 1, 2010 – September 30, 2011)
FY 2012	(October 1, 2011 – September 30, 2012)

Important Reminders:

1. Allowable Use of Access and Visitation Grant Funds

According to Federal law (42 U.S.C. 669b), services funded through the Access and Visitation (AV) Grant program must be used to further the statutory goal of the program which is *"....to support and facilitate non-custodial parents' access to and visitation of their children..."*. The Federal Office of Child Support Enforcement (OCSE) is responsible for administering this grant program.

2. Purpose of the "State Child Access Program Survey"

The purpose of the survey is to collect data and provide information to Congress and the public – through annual publication of the report "Child Access and Visitation Grant: State Profiles" – on the status of programs funded through the Federal Grants to States for Access and Visitation (AV) Grant. Furthermore, this survey is the method by which States and/or local grantees comply with legislatively-mandated program reporting requirements.

3. Data Collection Requirements

All grantees in receipt of State AV Grant funds are required to collect program data on an annual basis and as specified under <u>Part II: Local Service Provider Survey</u> which is contained in the Federally-mandated **State Child Access Program Survey**. The State AV Program Agency is responsible for completing <u>Part I: State Agency</u> <u>Program Survey</u> which is based upon the data collected and submitted by local grantees.

Part II: Local Service Provider Survey

- **Step 1 Local Service Providers** complete "Part II: Local Service Provider Survey" and submit to the State AV Program Agency.
- **Step 2 State Agency** must ensure that "Part II: Local Service Provider Survey" is completed by all direct service grantees.
- **Step 3 State Agency** completes "Part I: State Agency Program Survey" based on the data contained in "Part II: Local Service Provider Survey".
- Step 4State Agency is to retain all copies of "Part II: Local Service Provider
Surveys" as submitted by each grantee and submits a completed
survey (Part I: State Agency Program Survey) to the Federal Office of
Child Support Enforcement by December 30th each year. However,
States may require local grantees and/or contractors to provide
the data to them at any point during the grant year as determined
by their program design.

COMPLETE THE FOLLOWING:

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- A. Local Provider Contact Information
 - Name of service provider:
 - Primary contact person:
 - Name of access/visitation program:
 - Street address:
 - City, state, & zip code:
 - Telephone number:

Part II: Local Service Provider Survey

Servi	ices Provided: (check all that apply)	Mandatory, Voluntary, or Both
1.	Mediation		
2.	Development of Parenting Plans		
			Mandatory, Voluntary, or Both
3.	Counseling		
4.	Parent Education		<u></u>
5.	Neutral Drop-Off/Pick-Up		
6.	Supervised Visitation		
7.	Visitation Enforcement		

C. Geographic Areas Served: (check one)

Β.

	Urban	
\triangleright	Rural	

D	Both		
	DOUL		

D. Local Service Provider Worksheet

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- 1. complete attached Excel spreadsheet; and
- 2. refer to attached "Guidance" for instructions on how to complete the spreadsheet)

Part II: Local Service Provider Survey



To be used in completing Section D-Local Service Provider Worksheet

Name and Address of Local Service Provider

Include the name of the service provider, AV program, and address.

Case Reference/Identification Number

These are numbers given by service provider to identify parents and/or clients (e.g., grandparents and legal guardians) as recipients of access and visitation services and to protect the privacy of clients.

Client Referral

Identify the entity that referred parents to the service provider and/or indicate whether clients requested services directly.

Client Information

Custodial parent usually means that the parent has <u>primary</u> legal and physical custody of the child and/or that the child's primary residence is with that parent.

Important: "Number of children in common" refers to the number of children between the <u>biological</u> parents or number of children being cared for by grandparents or legal guardians.

Marital Status

Between biological parents only, upon entry into the program.

Race/Ethnicity

Self-explanatory.

Annual Income of Client in Thousands

Self-explanatory.

Client Participation by Service Category

(Count clients <u>once</u> per service area that they participated in; do not report frequency of services provided).

Part II: Local Service Provider Survey

Definition of services:

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1. Mediation: includes, but is not limited to, court-connected or

community-based services involving professionals (certified and trained as family mediators) who meet with both parents to: a) resolve parenting disputes; and b) develop a parenting plan and visitation agreement with the goal of increasing NCP parenting time among others (e.g., increase child support, etc.).

2. Development of Parenting Plan: includes, but is not limited to, the development of formal or informal parenting plans or parenting agreements that result in increased NCP parenting time with children; plans may or may not be filed with the court.

3. Counseling: includes, but is not limited to, services provided by mental health professionals, social workers, etc., to help parents work through their inter-personal conflicts by focusing on the best interests of the child and the importance of shared parenting; desired results include reduced parental conflict, increased NCP access to his or her children, and/or an improvement in parenting relationships.

4. **Parent Education:** includes, but is not limited to, parent education classes provided by the courts or community-based organizations to inform parents on a range of issues (e.g., consequences of divorce on children, shared parenting, court procedures involved in visitation and custody orders, etc.) that, in the end, encourage the development of parenting plans, increase NCP parenting time, and shared parenting.

5. Neutral Drop-Off/Pick-Up: includes, but is not limited to, services for highconflict parents and their children by providing a safe, neutral environment for the exchange of a child from one parent to another. These services are often available through professionally-recognized community and faith-based organizations and/or supervised visitation centers.

6. Supervised Visitation: includes, but is not limited to, monitored, therapeutic, and supervised visitation services for a noncustodial parent – usually ordered by the court – who would otherwise be denied access to his or her child.

7. Visitation Enforcement: includes, but is not limited to, services – usually courtconnected -- designed to monitor parental compliance of a court order for visitation and/or custody, or parenting plan agreement and/or to resolve disputes over noncompliance. For example, Parenting Coordinators are trained professionals often used to fulfill this role.

8. Outcome Information: Increase in NCP Parenting Time with Children. Record the number of noncustodial fathers and mothers who gained increased parenting time with their children as a result of participation in AV services.

##

Part II: Local Service Provider Survey



Amendment I

SETTLEMENT AGREEMENT

This Settlement Agreement between Child and Family Connections, Inc., hereinafter referred to as CFC and Palm Beach County Board of County Commissioners, hereinafter referred to as the provider, is to confirm that CFC will pay the provider for Services delivered for the period of July 1, 2010 – the signed date of the FY 2010-2011 signed contract, the period for which no legal contract was in effect, according to the terms and conditions as described in contract SA-PCC-011.

It is mutually agreed by both parties that all terms and conditions of contract SA-PCC-011 will be in effect for the period between the previous fiscal year, 09-10 through the signed date of the FY 10-11 extension contract.

In Witness Thereof, the parties hereto have caused this <u>1</u> page Settlement Agreement to be executed by their officials thereunto duly authorized.

COMPANY

Child and Family Connections, Inc. 4100 Okeechobee Blvd. West Palm Beach, FL<u>3</u>3409

7-4-20

Judith Warren Chief Executive Officer

DATE

PROVIDER

Palm Beach County Board of County Commissioners 205 North-Dixie Highway West Palm Beach, FL 33401

Jon Ul

Vince Bonvento, Assistant County Administrator

Attachment 2

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

Page 1 of 1 pages

BGEX - 660-071510-1806 BGRV - 660-071610-557

F

Use this form to provide budget for items not anticipated in the budget.

		=1	J٨	ID	000	1 -	General	Fund
UND 0001 - General Fund								

ACCT.NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
	Fed Grant Oth Public Safety Total Revenue and Balance	32,820 999,824,019	32,820 1,028,717,995	1,831 1,831	0 0	34,651 1,028,719,826		
Expense								
	Other Contractual Services Total Appropriation and Expenditures	64,999 999,824,019	64,999 1 ,028,717,995	1,831 1,831	0 0	66,830 1,028,719,826	64,995.30 813,328,552	1,834.70 215,391,274
							10.1	

PUBLIC SAFETY ADMINISTRATION

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval **OFMB Department - Posted**

Date Signatures 7/29/10 and lemone

By Board of County, Commissioners At Meeting of 61/7/18

Deputy Clerk to the **Board of County Commissioners**

Attachment 3