

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 11, 2011 (☒) Consent (☐) Regular
 (☐) Ordinance (☐) Public Hearing

Department

Submitted By: _____ PUBLIC SAFETY

Submitted For: PUBLIC SAFETY
 DIVISION OF JUSTICE SERVICES

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the original executed service agreement with Child and Family Connections (CFC) FSSA009-09 for the period July 1, 2010 through June 30, 2011.

Summary: The Public Safety Department's Division of Justice Services, Court Psychology program provides court ordered psychological evaluations for dependency cases under CFC jurisdiction referred by the Juvenile Division of the Fifteenth Judicial Circuit Court. These are frequently performed on the parents of children under CFC care and are required as part of a case plan or to support and provide important and relevant expert psychological information for litigation. This agreement compensates Court Psychology for court ordered psychological evaluations and expert witness testimony in Dependency Court cases under CFC's jurisdiction. R-2005-0792 authorizes the County Administrator or his designee to sign contracts to provide psychological services to the Fifteenth Judicial Circuit Court.

Countywide (GB)

Background and Policy Issues: This agreement compensates Public Safety Department, Division of Justice Services, Court Psychology Program for court ordered psychological evaluations and expert witness testimony in Dependency Court cases under Child CFC's jurisdiction. These evaluations are frequently performed on the parents of children under Child and Family Connection's care and are part of a court case plan. Palm Beach County has been receiving this agreement for at least the past 4 years.

Attachments:

- 1) Service Agreement FSSA009-09

Recommended & Approved by:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | | | | | |
| Operating Costs | 23,500 | | | | |
| External Revenues | (23,500) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| Net Fiscal Impact | 0 | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0 | 0 | 0 | 0 | 0 |

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 5226 Object var
Rev No: Fund 0001 Department 660 Unit 5226 RSRC 4900

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


These budgeted revenues offset the operational costs of Court Psychology program of Division of Justice Services.

Departmental Fiscal Review: Stephanie Seynove

III. REVIEW COMMENTS

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

\$23,500 in Revenue calculated by what was received by Public Safety in FY2010 for the same program.


OFMB

Contract Administration

B. Legal Sufficiency: *11/5/11*
90
11/6/11
Assistant County Attorney

C. Other Department Review:

Department Director

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



SERVICE AGREEMENT
FSSA009-09

This Agreement is made and entered into this **1st** day of **July, 2010** by and between Child and Family Connections, Inc., a Florida Corporation, hereinafter referred to as CFC, and **Palm Beach County Board of County Commissioners by and through, Court Psychology, Palm Beach County Department of Public Safety**, hereinafter referred to as Provider.

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

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

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

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

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

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

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

A completed **Invoice for Services (Exhibit A and Exhibit B)** shall be submitted for payment to the CFC Clinical Service Department on a monthly basis. Invoice should be submitted to the Clinical Service Specialist within 10 calendar days following the end of the month for which payment is being requested. Provider shall submit an Exhibit A and Exhibit B with monthly request for payment documenting the total number of recipients of services, including dates and length of service. Exhibit B shall list each recipient by first and last name, social security number, date of birth, type of service provided and amount billed to CFC for service rendered. In addition, progress notes, treatment plan, evaluations and/or documents related to treatment or services provided shall be submitted on a monthly basis along with Exhibit A and Exhibit B.

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

-3- Other Requirements:

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

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

Provider 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.

Provider 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.

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

The term of this Agreement shall begin on 07/01/2010 and shall end at midnight on 06/30/2011.

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

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

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the CFC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CFC has hereunto set its hand the day and year above written.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

County Attorney

On behalf of Palm Beach County
Board of County Commissioners

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Vincent J. Bonvento

Assistant County Administrator
and Public Safety Director

WITNESS:

Stephanie Sepnoka
Signature

Stephanie Sepnoka
Name (type or print)

Beverly Gearhart
Signature

BEVERLY GEARHART
Name (type or print)

COMPANY:

Child & Family Connections
Company Name

Toby Pina
Signature

Toby Pina
Typed Name

Director of Clinical Services
Title

(corp. seal)