

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

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Meeting Date: November 20, 2012 Consent Regular
 Ordinance Public Hearing

Department
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: **A)** the following executed agreements with the Fifteenth Judicial Circuit Court (Court) for the period July 1, 2012 to June 30, 2013:

- 1) Agreement for Expert Witness Professional Services for Adult Competency Evaluations;
- 2) Agreement for Expert Witness Professional Services Related to Appointment as an Examining Committee Member Relating to Guardianship Matters;
- 3) Agreement for Expert Witness Professional Services for Juvenile Competency Evaluations and Psychological Evaluations;

B) Clinical Service executed agreement with Child and Family Connections (CFC) to provide psychological evaluations for dependency cases referred by the Court for the period of October 1, 2012 through June 30, 2013.

Summary: The Court has contracted with the Division of Justice Services to provide court ordered forensic evaluations and testimony through Justice Services' Forensic Psychology Office. Seniors, adults, teens, and children throughout the county are directed to the Forensic Psychology Office with the appropriate Court Order, outlining which specific evaluation is required. The scope of services provided in each contract includes competency and psychological evaluations for adult and juvenile criminal matters, psychological evaluations for child welfare and family court cases, custody evaluations for indigent parties involved in family court proceedings and appointment as an examining committee member relating to guardianship matters. CFC contracted with the Division of Justice Services to provide psychological evaluations for adult and child dependency cases referred by the Court. All of these contracts compensate Justice Services Forensic Psychology Office for the psychological services provided to these agencies. R-2005-0792 authorizes the County Administrator or his designee to sign contracts to provide psychological services to the Fifteenth Judicial Circuit Court. The State of Florida determines the provider for child welfare and recently the service provider for Motion B was changed, however we have been waiting on a new contract which will be provided at a later date. Services with the current agency are to remain the same until the new contract is executed. **Countywide (PGE)**

Background and Policy Issues: These contracts compensate Court Psychology for the contractual services provided to the 15th Judicial Circuit and Child and Family Connections.

Attachments

- 1) Court Agreement for Adult Competency Evaluations
- 2) Court Agreement for Appointment as an Examining Committee Member Relating to Guardianship Matters
- 3) Court Agreement for Juvenile Competency and Psychological Evaluations
- 4) CFC Clinical Service Agreement

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Recommended by: Vivian J. Bonvento 10/22/12
 Department Director **Date**

Approved By: Vivian J. Bonvento 10/22/12
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$571,542	_____	_____	_____	_____
External Revenues	(198,605)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>\$372,937</u>	_____	_____	_____	_____
# 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 Rev. Source 4900

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

Of the \$198,605 in budgeted revenue, \$186,000 relates to the contracts in this agenda item, the \$12,605 does not and is part of the \$65 fee revenue. These budgeted revenues help offset the operational costs of Court Psychology program of Division of Justice Services of \$571,542.

Departmental Fiscal Review: Stephanie Sejnoka 10/22/12

III. REVIEW COMMENTS

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

<p><u>Susan Neary 10/24/12</u> OFMB</p>	<p><u>Dr. J. Jacobson 10/25/12</u> Contract Administration</p>
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OK 10/23/12
10/23/12
10/23/12

B. Legal Sufficiency:

Barbara E. Cidley 11/1/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
FOR ADULT COMPETENCY EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Criminal Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety, Division of Justice Services, Court Psychology Office Section staff (hereinafter "Psychology staff or Expert") to perform expert witness professional services for Adult Competency evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (hereinafter "Court") and Palm Beach County (hereinafter "County") agree as follows:

1. **SCOPE OF SERVICES:** The County, through its Psychology staff, agrees to and shall conduct for the benefit of the Court system, an evaluation of defendants for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the Defendant is competent to stand trial pursuant to the criteria set forth in Section 916.12, Florida Statutes (2009) and Rules 3.210(b) and 3.211 Florida Rules of Criminal Procedures. The Expert shall address and evaluate the Defendants mental capacity as more clearly defined in Administrative Order 2.601/10/09 (as amended).

2. **QUALIFICATIONS:** Each Expert appointed by the Court shall:

- a. Have completed approved training as experts.
- b. To the extent possible have completed the forensic evaluator training and be a psychiatrist, licensed psychologist, or physician.
- c. Provide a copy of his/her current occupational license to the Court.
- d. Be able to address and evaluate the defendant's mental capacity.
- e. Agrees to receive court orders and reports and transmit evaluations and reports via electronic mail

3. **INDEPENDENT CONTRACTOR:** The County is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

4. **TIME OF SERVICE:** Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

5. **NON-ASSIGNABILITY/SUBCONTRACTORS:** All work shall be performed by the County's Psychology staff and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

6. **RECORD RETENTION/AUDIT:** The County Psychology staff shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration. The County Psychology staff shall

maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County Psychology staff shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.

7. **AVAILABILITY OF FUNDS:** The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

8. **COMPENSATION:** Pursuant to Section 916.115, Florida Statutes (2009), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated at a flat rate of \$500.00 per evaluation. Payment by Court Administration will not exceed a total of \$500.00 for the examination and preparation of report (including travel time). Examinations for defendants housed in the Belle Glade jail facility will be paid a flat rate of \$550.00 for the examination and preparation of the report including travel time. Examinations to determine mental retardation performed as part of the competency examination will be paid at a flat rate of \$650.00 for the competency/mental retardation examinations. Travel time is compensated at \$50.00/hour (actual time) which amount is not to exceed 1 hour in each direction. Testifying at court will be paid at a rate of \$150.00 per hour, not to exceed a total of \$300.00.

Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422. If the County, through its Psychology staff, is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County Psychology staff requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

9. **TERMS AND CONDITIONS:** For the duration of the Agreement, the County, through its Psychology staff must not accept any other Agreements that would conflict with its obligations under this Agreement. The County, through its Psychology staff must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/General_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

Travel expenses must be submitted in accordance with s. 112.061, Florida Statutes. All travel expenses must be submitted on the State of Florida Voucher for Reimbursement of Travel which is available at http://www.flcourts.org/courts/crtadmin/bin/travel_tips.pdf.

The Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.


10. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

11. **CANCELLATION AGREEMENT:** The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified. Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court. Expert may cancel this contract by giving sixty (60) days written notice to the Court.

12. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

13. **TERM OF AGREEMENT:** This Agreement shall be effective on July 1, 2012, and shall terminate on June 30, 2013.

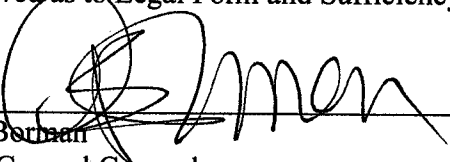
THE FIFTEENTH JUDICIAL CIRCUIT



Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
Telephone: (561) 355-2431

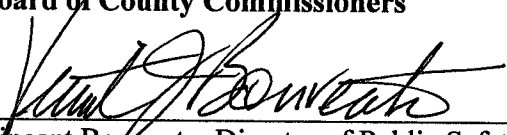
Date: 7/30/12

Approved as to Legal Form and Sufficiency

BY: 

Amy Bernhart
Title: General Counsel
Telephone: (561) 355-1927

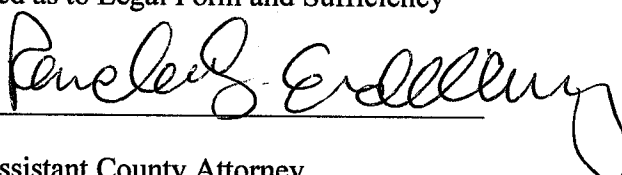
**Palm Beach County, Florida, By Its
Board of County Commissioners**



Vincent Borvento, Director of Public Safety
Address: 20 South Military Trail
West Palm Beach, Florida 33415
Telephone: (561) 712-6470
Employer ID Number- 59:6000785

Date: 8/8/12

Approved as to Legal Form and Sufficiency

BY: 

Title: Assistant County Attorney
Telephone: (561) 355-2225

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
RELATED TO APPOINTMENT AS AN EXAMINING
COMMITTEE MEMBER RELATING TO GUARDIANSHIP MATTERS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Probate Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety, Division of Justice Services, Court Psychology Office Section staff (hereinafter "Psychology staff or Expert") perform expert witness professional services for Guardianship matters in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (Court) and Palm Beach County (County) agree as follows:

1. **SCOPE OF SERVICES:** The County, through its Psychology staff, agrees to and shall be appointed as a member of the examining committee in Guardianship matters pursuant to Florida Statute 744.331(3) to conduct an examination of the alleged incapacitated ward, prepare a written report to the Court, and testify to the Court if necessary.
2. **INDEPENDENT CONTRACTOR:** The County is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.
3. **TIME OF SERVICE:** Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.
4. **NON-ASSIGNABILITY/SUBCONTRACTORS:** All work shall be performed by the County's Psychology staff and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.
5. **RECORD RETENTION/AUDIT:** The County shall maintain all records made or received in conjunction with its obligations under this Agreement in accordance with Rule 2.420, Florida Rules of Judicial Administration. The County shall maintain a file available for inspection by the Court containing documentation of all costs associated with this Agreement. The County shall maintain the file until otherwise notified by the Court, or for a period of four (4) years following the conclusion of the Agreement, whichever comes first.
6. **AVAILABILITY OF FUNDS:** The Court's performance and obligation to pay under this Agreement are contingent upon the availability of funds lawfully appropriated to fulfill the requirements of the Agreement. In the event that sufficient budgeted funds are not available, the

Court shall notify the County of such occurrence and the Agreement shall terminate without penalty or expense to the Court.

7. **COMPENSATION:** The County agrees to accept and shall be compensated a flat fee of Three Hundred Dollars (\$300.00) for all appointments within Palm Beach County except those in Belle Glade/Pahokee which shall be compensated at a fee of Five Hundred Dollars (\$500.00). In the event the County is required to testify, the County shall be compensated Three Hundred Dollars (\$300.00) for each hour of testimony; fractional hours of testimony shall be prorated, and no fee is allowed for travel time.

Payment shall be rendered only at the conclusion of services provided. Payment for services rendered shall be made in accordance with F.S. 215.422. If the County, through its Psychology staff, is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County Psychology staff requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

Air Travel: Expert will be reimbursed for the cost of round-trip, coach class airfare at the state rate, if available (original ticket receipt required).

Ground Transportation: The Expert is eligible for reimbursement for the use of his/her personal vehicle at the rate of \$0.445 per mile. Rental car expenses will not be reimbursed without prior written approval from the Court.

Lodging and Meals: The Expert is eligible for reimbursement for lodging at a single room rate, (original receipt required) and for meals at the state rate of \$36.00 per day, consistent with travel times. Meals receipts are not required.

Unless otherwise directed, the Expert's requests for payment of fees shall be addressed to the Administrative Office of the Court, Palm Beach County Main Judicial Center, 205 North Dixie Highway, Suite 5.2500, West Palm Beach, FL 33401. Requests for payment must be submitted within 30 days following the end of the month in which services are provided. Failure to timely submit requests for payment may result in denial of payment.

8. **TERMS AND CONDITIONS:** For the durations of the Agreement, the County, through its Psychology staff, must not accept any other Agreements that would conflict with its obligations under this Agreement. The County, through its Psychology staff, must perform the services for which it is retained to the best of its ability and at the direction and request of the Court.

The Court may unilaterally terminate this Agreement if the Expert refuses to allow public access to all documents, papers, letters, or other materials made or received by the County in

conjunction with the Agreement, unless records are exempt from s. 24(a) of Article 1 of the State Constitutions, s. 119.07(1), Florida Statutes, or 2.420 Rules of Judicial Administration.

The Court may reproduce any written materials generated as a result of this Agreement.

In providing, or contracting to provide, services, programs, activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Expert will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992 and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or handicap.

This contract is bound by the General Contract Conditions of the Florida State Court System which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm.

The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

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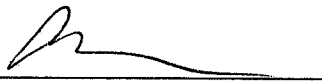
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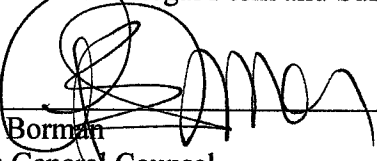
THE FIFTEENTH JUDICIAL CIRCUIT



Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
Telephone: (561) 355-2431

Date: 7/30/12

Approved as to Legal Form and Sufficiency

BY: 
Amy Borman
Title: General Counsel
Telephone: (561) 355-1927

**Palm Beach County, Florida, By Its
Board of County Commissioners**

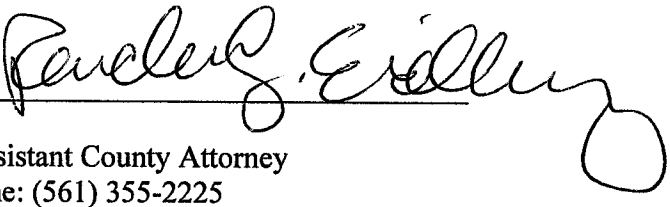


Vincent Bonvento, Director of Public Safety
Address: 20 South Military Trail
West Palm Beach, Florida 33415
Telephone: (561) 712-6470
Employer ID Number- 59:6000785

Date: 8/8/12

8

Approved as to Legal Form and Sufficiency

BY: 
Title: Assistant County Attorney
Telephone: (561) 355-2225

**AGREEMENT FOR EXPERT WITNESS PROFESSIONAL SERVICES
FOR JUVENILE COMPETENCY EVALUATIONS &
PSYCHOLOGICAL EVALUATIONS**

This agreement is entered into by and between the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida and Palm Beach County Board of County Commissioners.

WITNESSETH:

The Chief Judge of the Fifteenth Judicial Circuit, after consultation with the Juvenile Court Judges for Palm Beach County, has appointed and designated the Palm Beach County, through its Department of Public Safety, Division of Justice Services, Court Psychology Office Section staff (hereinafter "Psychology staff or Expert") to perform expert witness professional services for Juvenile Competency evaluations and Psychological evaluations in Palm Beach County.

In consideration of the mutual covenants and provisions contained herein, the Fifteenth Judicial Circuit Court (hereinafter "Court") and Palm Beach County (hereinafter "County") agree as follows:

1. **SCOPE OF SERVICES:** The County, through its Psychology staff, agrees to and shall conduct for the benefit of the Court system, either an evaluation of juveniles for mental competence to proceed and/or sanity at the time of the commissions of the offense and reporting as to whether the juvenile is competent to stand trial pursuant to the criteria set forth in Section 985.223, Florida Statutes (2008) and Rules 8.095(d) Florida Rules of Juvenile Procedures or a psychological evaluation to assist the court as requested. The County, through its Department of Public Safety, Division of Justice Services, Court Psychology Office Section staff shall address and evaluate the juveniles mental capacity as more clearly defined in Administrative Order 2.601-10/09 (as amended).

2. **QUALIFICATIONS:** Each Expert appointed by the Court shall:

- a. Have completed approved training as experts.
- b. To the extent possible, have completed either forensic evaluator training or be a psychiatrist, licensed psychologist, or physician.
- c. Provide a copy of his/her current occupational license to the Court.
- d. Be able to address and evaluate the juvenile's mental capacity.
- e. Agrees to receive court orders and reports and transmit evaluations and reports via electronic mail

3. **INDEPENDENT CONTRACTOR:** The County is and shall remain an independent contractor and is not an employee, partner or joint venture of the Judicial Circuit, the Florida Supreme Court, or the State Courts System.

4. **TIME OF SERVICE:** Services shall be performed in a timely manner. In the event an emergency prevents the County from providing expert witness professional services, notification shall be provided to the presiding Judge.

5. **NON-ASSIGNABILITY/SUBCONTRACTORS:** All work shall be performed by the County's Psychology staff and shall not be assigned or subcontracted to another individual or organization without approval from the presiding Judge.

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8. **COMPENSATION:** Pursuant to Section 916.115, Florida Statutes (2011), the Court shall pay the County for that portion of the evaluation and report pertaining to the defendant's competence to stand trial. That portion of the evaluation and report pertaining to the defendant's sanity at the time of the alleged offense shall be the responsibility of the defense.

The County agrees to accept and shall be compensated a fee of \$500.00 for each Competency Evaluation (including any court appearance) conducted as defined by this agreement. The County agrees to accept and shall be compensated a fee of \$500.00 for each Psychological Examination (including any court appearance) conducted as defined by this agreement. Examinations to determine mental retardation performed as part of the competency examination will be paid at a flat rate of \$650.00 for the competency/mental retardation examinations. Should both a Psychological Examination and a Competency Examination be performed on a juvenile, the County will be compensated no more than \$750.00 as a combined payment. Payment shall be rendered only at the conclusion of services provided. The Court will only be responsible for payment of a Competency Evaluation when an order, separate and apart from the Psychological Examination Order, has been entered. Payment for services rendered shall be made in accordance with F.S. 215.422, incorporated as Attachment A. If the County, through its Psychology staff, is providing on-going services, invoices must be submitted on a monthly basis using the State Courts System standardized invoice form. The Court will initiate payment procedures upon delivery of a written invoice, submitted in detail sufficient for a proper pre- and post-audit, to the Administrative Office of the Court.

Those County employees requiring overnight travel to perform their duties under this Agreement shall be compensated for travel, lodging, and meal expenses incurred in association with this Agreement, pursuant to Section 112.061, Florida Statutes, upon submission of a State of Florida Voucher for Reimbursement of Travel Expenses, subject to the following requirements:

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The terms and conditions described at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.htm as General Contract Conditions for Services are incorporated herein as if fully recited in this Agreement except to the extent that any of those terms or conditions is in conflict with this Agreement in which case the terms and conditions of this document shall prevail.

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A Court may establish rates lower than the maximum provided in Florida Statute s. 112.061.


10. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail, return receipt requested, to either of the parties addresses provided on the execution page.

11. **CANCELLATION AGREEMENT:** The Court reserves the right to cancel this Agreement without cause giving sixty (60) days prior notice to the County in writing of the intention to cancel or with cause if at any time Expert fails to fulfill or abide by any terms or conditions specified. Failure of Expert to comply with any of the provisions of the Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Court. Expert may cancel this contract by giving sixty (60) days written notice to the Court.

12. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire Agreement of the parties. It may only be changed by an agreement in writing signed by both parties.

13. **TERM OF AGREEMENT:** This Agreement shall be effective on July 1, 2012, and shall terminate on June 30, 2013.

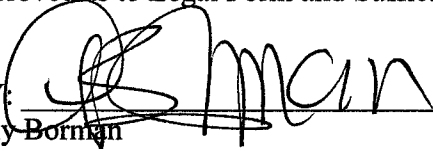
THE FIFTEENTH JUDICIAL CIRCUIT



Barbara Dawicke, Trial Court Administrator
For the Florida State Courts System
205 N. Dixie Hwy, Suite 5.2500
West Palm Beach, FL 33401
Telephone: (561) 355-2431

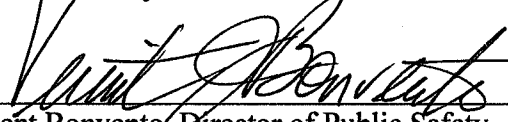
Date: 7/30/12

Approved as to Legal Form and Sufficiency

BY: 

Amy Borman
Title: General Counsel
Telephone: (561) 355-1927

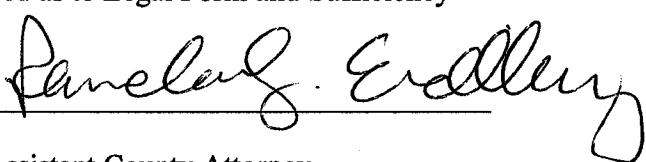
**Palm Beach County, Florida, By Its
Board of County Commissioners**



Vincent Bonvento, Director of Public Safety
Address: 20 South Military Trail
West Palm Beach, Florida 33415
Telephone: (561) 712-6470
Employer ID Number- 59:6000785

Date: 8/8/12

Approved as to Legal Form and Sufficiency

BY: 

Title: Assistant County Attorney
Telephone: (561) 355-2225



CLINICAL SERVICE AGREEMENT
CSA-PSY-013

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, Circuit 15 and **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** through its **DEPARTMENT OF PUBLIC SAFETY, DIVISION OF JUSTICE, COURT PSYCHOLOGY OFFICE** (hereinafter referred to as "Provider.")

A. GENERAL DESCRIPTION

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. 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.
2. 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).

B. MANNER OF SERVICE PROVISION

1. The Provider shall possess all licenses required by federal or state law or by local government ordinance for the provision of the services identified in the terms and conditions of this Service Agreement.
2. The Provider shall comply with Chapter 490 F.S., Psychological Services.
3. In the event of any disputes regarding client eligibility, the determination made by the Juvenile Division of the 15th Judicial Circuit Court will be final.
4. CFC will not be responsible for payment for mental health services not authorized by the Juvenile Division of the 15th Judicial Circuit Court.
5. The Provider shall ensure that a medical release and/or consent for services form for each client is completed and signed by the appropriate dependency case manager and/or legal guardian. All forms will serve to authorize release of client records to parties indicated and authorized by the dependency case manager. Authorized medical release forms shall be kept in the client's file.
6. The Provider shall notify the CFC's dependency case manager of any client absence from a scheduled appointment with Provider.

FY 012-013
CSA-CORTE-013
Child and Family Connections, Inc.
Comprehensive Outpatient Recovery, Treatment & Evaluation, Inc. (CORTE)

Attachment # _____

4

7. The Provider shall ensure, after initial face to face contact with the client, the written evaluations will be completed prior to the next court review date.

8. Testimony

Upon request by CFC, the Department, or a court of law, the Provider shall provide, without additional costs to CFC, a normal and necessary part of the services to be performed under this Agreement, its employees, agents or other of its representatives to testify as expert and/or fact witnesses in judicial or administrative proceedings related to clients served under this Agreement. For the purpose of the word "Testimony," time spent preparing for such testimony, including without limitation, meeting with lawyers for CFC, the Department or Provider, shall be considered a part of the "Testimony" provided at no costs to CFC. Testimony should include but not be limited to the status of the case, the client's progress with treatment as well as the client's participation in addressing case plan tasks.

C. STAFFING REQUIREMENTS

1. E-Verify – Employment Eligibility Verification

a. Enrollment and verification requirements. Provider shall ensure that persons employed meet all enrollment and verification requirements as follows:

- 1) **Enroll.** Enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award;
- 2) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

b. The Provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

- 1) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's/grantee's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider will be referred to a DHS or SSA suspension or debarment official.
- 2) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

- c. **Web Site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - d. **Individuals previously verified.** The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider through the E-Verify program.
 - e. **Individuals performing work prior to the E-verify requirement.** Employees assigned to and performing work pursuant to this Provider prior to February 04, 2011 do not require employment eligibility verification through E-verify.
 - f. **Evidence.** Of the use of the E-Verify system will be maintained in the employee's personnel file.
2. The Provider shall recruit and hire qualified staff sufficient to provide the Services as set forth herein as identified in this Agreement, provide all supervision and expenses related to the Services, including supplies, mileage, benefits and other support services, and ensure sufficient professional expertise so as to enable staff to deliver services under the provisions of this Agreement. All staff shall successfully pass the required Level 2 background screening requirement, established in Section 435.04, Florida Statutes, the fingerprint-based search of criminal records in Florida and nationally. Provider shall be responsible for ensuring that the Level 2 background screening is completed and properly submitted for each owner, operator, employee, agent, independent contractor and volunteer. The Provider will ensure that each individual satisfies the Level 2 screening requirements prior to working with or for the Provider.
 3. All of Provider's owners, operators, employees, agents, independent contractors and volunteers must meet and all staff qualifications required by Chapter 65C-14, Florida Administrative Code for all such persons.

D. METHOD OF PAYMENT

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

1. This is a fee-for-service Agreement. Child and Family Connections shall pay the Provider for services at the rates listed below, subject to the availability of funds:

Service	Unit	Unit Price
Psychological Evaluation	Completed Evaluation	\$500.00 per event

2. The Provider shall not receive payments from more than one (1) funding source for the same unit of service. Provider will cooperate fully with CFC in providing information and performing tasks necessary to receive reimbursement from any third party payors. If the Provider receives payment from a third party payor for services delivered to a client **and** for which the Provider has already been paid by CFC, then the payment to the Provider from

CFC for subsequent invoices will be reduced by the amount paid by the third party payor. If there are no subsequent invoices the overpayment will be returned by the Provider to CFC.

3. A completed **Invoice for Services (Exhibit A and B)** shall be submitted for payment to the CFC Clinical Service Department on a monthly basis. The invoice should be submitted to the Clinical Service Specialist within ten (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 targeted child by first and last name, social security number, and date of birth, number of hours provided, type of service provided and amount billed to CFC for service rendered. In addition, all 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**.
4. The Provider will submit a report documenting all CFC clients served and funded by sources other than CFC. The report will list each recipient by first and last name, social security number, date of birth, and type of service provided.
5. Any payments due under the terms of this subcontract are contingent upon the receipt of evaluation, progress summaries and any adjustments necessary to the financial reports due from the Provider. Original invoices with two original signatures are to be mailed to:

Child and Family Connections, Inc.
Attn.: Clinical Department
4100 Okeechobee Blvd., 2nd Floor
West Palm Beach, FL 33409

6. Child and Family Connections, Inc. decision to reduce or withhold funds shall be in writing and submitted to the Provider. The written notice will specify the manner and extent to which the Provider failed to comply with the terms of the Agreement.
7. Child and Family Connections, Inc. will issue payment to contracted Provider within thirty (30) business days of Provider's timely submission of a properly completed invoice and from the date in which the invoice is received and approved for processing. For Service Providers that choose to utilize direct deposit, an automated email notification will be sent indicating the payment amount. Within 24-48 hours a follow-up email will be sent with supporting documentation regarding that payment.
8. CFC agrees to pay the Provider within 30-45 days of the timely submission of a properly completed and signed invoice.

E. SPECIAL PROVISIONS

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

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CSA-PSY-013
Child and Family Connections, Inc.
Court Psychology, Palm Beach County Department of Public Safety

2. The Provider 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.
3. The 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). If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
 - a. The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this agreement, state or federal law.
 - b. The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this agreement or applicable law.
 - c. The Provider agrees to report to Child and Family Connections any use or disclosure of the information not provided for by this agreement or applicable law.
 - d. The Provider hereby assures Child and Family Connections that if any PHI received from Child and Family Connections, or received by the Provider on Child and Family Connections' behalf, is furnished to Provider in the performance of tasks required by this subcontract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.
 - e. The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
 - f. The Provider agrees to make available for amendment and to incorporate any agreements to PHI in accordance with 45 C.F.R 164.526.
 - g. The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R 164.528.
 - h. The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Child and Family Connections or created or received by the Provider on behalf of Child and Family Connections available for the purposes of determining the Provider's compliance with these assurances.
 - i. The Provider agrees that at the termination of this agreement, if feasible and where not inconsistent with other provisions of this agreement concerning record retention, it will return or destroy all PHI received from the Department or CFC or received by the Provider on behalf of the Department or CFC, that the Provider still maintains regardless of form. If not feasible, the protections of this agreement are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

4. The Provider 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.
5. The 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.
6. Vendor will ensure that all staff completes the required level two (2) screenings
7. **Support to the Deaf or Hard-of-Hearing**

The Provider, within thirty (30) days of the effective date of this agreement, is contractually required to comply with section 504 of the Rehabilitation Act of 1973, 29 USC-794 and CFOP 60-10, Chapter 4.

8. **A.D.A. Reporting**

If there are more than 15 employees working for the Provider, the Provider 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 Provider's Single Point's of Contact (SPOC) are responsible in inputting the monthly summary reports directly into the database due by the 5th each month. Once the report is processed, the SPOC will receive confirmation. The Provider shall maintain record of the attached report and a copy of the report confirmation needs to be sent to CFC's Single Point of Contact by the 5th of the reporting month. 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.

9. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421-2-440 as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts and records to require the production of records, and to 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 Palm Beach County Code Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

F. TERMINATION

This Agreement shall be effective as of **August 1, 2012**. It shall remain in full force and effect until midnight, local time in Palm Beach County, Florida on **June 30, 2013** unless either party provides

the other party with a thirty (30) day written termination notice. This Service Agreement may terminate upon the termination of Contract # IJ701.

In the event funds to finance this Service Agreement are no longer available, CFC may terminate this Service Agreement within twenty-four (24) hours written notice to the Provider, 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 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.

IN WITNESS THEREOF, the parties hereto have caused this **8-page** Clinical Service Agreement to be executed by their officials thereunto duly authorized:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS through its DEPARTMENT OF PUBLIC SAFETY, DIVISION of JUSTICE, COURT PSYCHOLOGY OFFICE

CHILD AND FAMILY CONNECTIONS, INC.

APPROVED AS TO TERMS AND CONDITIONS

NAME Vincent J. Bonvento
Assistant County Administrator and Public Safety Director
TITLE Safety Director
SIGNED *Vincent J. Bonvento*
DATE 9/5/12

NAME Robert Barker
TITLE Interim Chief Executive Officer
SIGNED _____
DATE _____

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

NAME PAMELA G. EIDENBERG
TITLE County Attorney
SIGNED *Pamela G. Eidenberg*
DATE 8-30-12
Employer ID Number- 59:6000785

NAME Rochelle Prince
TITLE Chief Financial Officer
SIGNED *Rochelle Prince*
DATE 9-10-12

Mailing Address:

**Palm Beach County Board of County
Commissioners through its Department of
Public Safety, Division of Justice, Court
Psychology Office
20 South Military Trail
West Palm Beach, Florida 33415**

Mailing Address:

**Child and Family Connections, Inc.
4100 Okeechobee Blvd., 2nd Floor
West Palm Beach, FL 33409**

Exhibits

Exhibit A Monthly Invoice

Exhibit B Incident Reporting Policy & Forms

Exhibit C Affidavit of Assurances

COURT PSYCHOLOGY, PALM BEACH COUNTY DEPARTMENT OF PUBLIC SAFETY

Exhibit A

Monthly Invoice - Purchased Services

Section A-Provider Information:

Contract #: CSA-PSY-013
 Provider Name: Court Psychology-PBCDPS
 Remittance Address: _____
 Invoice for the month of: _____

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

Section B- Total Invoice Amount:

Current Month	Total Billed-To-Date			
A	B	C	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:

Current Month		Total Billed-To-Date			
A		B	C	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/Title

Approved by: _____ Date: _____
Name/Title

For CFC Contract Use Only			
Date Received:		Total Invoice Amount Approved:	
CFC Vacancy Review:		Approved By and Date Approved:	
For CFC Finance Use Only			
Provider ID:	Contract No.	CSA-PSY-013	Processed:
G/L Account: 74010	Sub Account:		Date:



Incident Reporting System Southeast Region 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:					
Circuit: Click for Choices:					
County: Click for Choices: Specify if Other:					
Program Area: Click for Choices: If Other, Explain:					
Victim/Person Involved:					
Victim/Person Type: Click for Choices:					
Victim/Person Group: Click for Choices:					
Location/address of Incident:					
Reviewed By:					
Incident Coordinator:					
Incident Reporter:					
Report Entered by:					
IR Telephone #:					
Description Summary:					
II. Participant(s) Witness (es) (if applicable)					
Full Name	Birth Date	Age	Race	Gender	Type of Witness



Incident Reporting System Southeast Region 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 Taken :
Is follow up action needed? Yes
If Yes, Please Specify:

V. Individuals Notified			
	OPTA Comp	Emergency Contact	Law Enforcement
Name:			
Badge/ID#:			
Date:			
Time:			
Called:	Time: _____	Time: _____	Time: _____
Copy:	Time: _____	Time: _____	Time: _____
Accepted:			
	Other: <i>(Please Specify)</i>	Other: <i>(Please Specify)</i>	Other: <i>(Please Specify)</i>
Name:			
Date:			
Time:			
Called:	Time: _____	Time: _____	Time: _____
Copy:	Time: _____	Time: _____	Time: _____

VI. DCF INTERNAL NOTIFICATION							
Individual/Agency Notified	Date/Time	Called	Copy	Individual/Agency Notified	Date/Time	Called	Copy
Client Relations		<input type="checkbox"/>	<input type="checkbox"/>	Employee Safety Program		<input type="checkbox"/>	<input type="checkbox"/>
Circuit Administrator		<input type="checkbox"/>	<input type="checkbox"/>	Program Office/Risk Manager		<input type="checkbox"/>	<input type="checkbox"/>
Regional Director		<input type="checkbox"/>	<input type="checkbox"/>	H.R. Workers' Compensation Coordinator		<input type="checkbox"/>	<input type="checkbox"/>
District Legal Counsel		<input type="checkbox"/>	<input type="checkbox"/>	Others – (Please specify) _____		<input type="checkbox"/>	<input type="checkbox"/>
EEOC		<input type="checkbox"/>	<input type="checkbox"/>	Others – (Please specify) _____		<input type="checkbox"/>	<input type="checkbox"/>



Series: 900 Performance and Quality Improvement
Policy Name: Incident Reporting and Client Risk Prevention
Policy Number: 904
Origination Date: 10/30/02 **Revision Date:** 6/18/12
DCF CFOP 175-17 – Child Fatality Review Procedures
DCF CFOP 175-85 – Prevention, Reporting and Services to
Missing Children
Regulation: DCF CFOP 215-6 – Incident Reporting and Analysis System (IRAS)
Attachments: Incident Reporting Form

Policy: It is the policy of CFC to identify and report critical incident information in order to ensure child safety and to prevent future risk. It is the responsibility of all CFC staff and all partner and contract provider staff to promptly report all incidents, accidents, safety and risk issues in accordance with this policy.

Procedure:

This operating procedure does not replace any Department of Children and Families (DCF) program-specific death review requirements, the requirements for reporting abuse and neglect to the Florida Abuse Hotline or the requirements for reporting missing children. It does not replace the reporting requirements provided in CFOP 180-4, Mandatory Reporting Requirements to the Office of the Inspector General. It is the responsibility of all CFC staff, and contracted providers to promptly report all incidents in accordance with the requirements of the aforementioned procedures through the appropriate operational lines.

Definitions of Reportable Incidents

For purposes of this procedure, the following are incident categories or events that must be reported immediately to CFC, the case manager and 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 client receiving protective supervision or other contracted services and another individual.
3. Automobile Accident: Accident occurring in a private or CFC vehicle during the course of employment resulting in an injury requiring medical attention or significant course of action.
4. Arrest: The arrest of a child in the custody of the Department or the arrest of a client while receiving services. Any arrest of an employee of CFC or any contracted provider is reportable if arrest occurs due to a civil or criminal offense.
5. Baker Act: Emergency hospitalization due to suicidal or homicidal ideation or attempt to harm self or others demonstrating a mental health and/or behavioral concern of any client for whom services are provided by CFC or a contracted provider.
6. 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. Adult Death: In accordance with CFOP 215-6, an individual 18 years old or older whose life terminates *while* receiving services, during an investigation, or when it is known that an adult died within thirty (30) days of discharge from a treatment facility. Final cause of death will be determined by a medical examiner; however, the manner of death will be reported as one of the following on the DCF Incident Report: accident, homicide, suicide, undetermined, or unknown. (See CFC Policy 905 on Death Notification Procedures).

7. Client Injury or Illness: A significant 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 receiving services from CFC, contracted provider, or in a CFC contracted facility. i.e., hospitalization, emergency room visit, etc. This category does include incidents involving substance or alcohol exposure or abuse which involves law enforcement and/or medical attention, i.e. child overdoses on medication and/or illegal substance.
8. Disease Epidemic: Any disease that fits the definition of "outbreak" likely to result in a high level of public interest.
9. Employee Misconduct: Work-related conduct or activity of an employee of DCF, CFC or its contracted or licensed service provider that results in potential liability for the Department; death or harm to a client; abuse, neglect or exploitation of a client or results in a violation of statute, rule, regulation, or policy. This includes, but is not limited to, misuse of position or state property; falsification of records; failure to report suspected abuse or neglect; contract mismanagement; or improper commitment or expenditure of state funds.
10. 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 916 or Chapter 394, Part V, F.S.
11. Foster Home/Facility Complaint: A foster parent referral or licensing complaint that requires an assessment and investigation by the appropriate agency, although the incident may not require a report to the Florida Abuse Hotline.
12. Media Attention: May or may not accompany any of the reportable incidents as defined in this procedure, however, if there is a potential for any type of media attention, i.e., arrest, death or event involving an alleged perpetrator, parent, caregiver or child involved in an open case or recently closed case, the information is to be shared verbally with the case management supervisor and/or management of the partnering organization responsible for case supervision.
13. Medical Error: Medication error, including omission, incorrect medication dosage administration of any client while under the protective supervision of CFC.
14. Missing Child/Runaway/Elopement: In accordance with the Department CFOP 175-85, Prevention, Reporting and Services to Missing Children, a

missing child means a person under the age of 18 years; whose location has not been determined; and who has been or will be reported missing to a law enforcement agency. A runaway means a child who is under supervision of a community based care agency or the Department who has left a relative placement, non-relative placement, shelter home, foster home, residential group home or any other placement alternative without permission of the caregiver and who is determined to be missing when the whereabouts of a child are unknown and attempts to locate have been unsuccessful. Elopement pertains to the unauthorized absence of any individual in a Department contracted or licensed residential substance abuse and/or mental health program.

15. Other Incident: Any major event not identified in other reportable incident types but has, or is likely to have a significant impact on client(s), the Department, or its provider(s). Includes human acts such as kidnapping, riot, hostage situation, bomb threats, fire, sabotage, or destruction of state or private property of significant value or importance. Includes theft/vandalism/damage with the intent being to report damage that is significant and non-accidental and involves law enforcement. Any death, or significant injury or threat of injury of an employee or visitor as a result of a work related activity and/or while on the grounds of CFC or a contracted provider or contracted partner is included in this definition.
16. Restraint: Any manual method or physical attachment to the individual's body by person/caretaker so that he or she cannot easily remove the restraint and which restricts freedom of movement or normal access to one's body.
17. Security Incident – Unintentional: An unintentional action or event that results in compromised data confidentiality, a danger to the physical safety of personnel, property, or technology resources; misuse of state property or technology resources; and/or denial of use of property or technology resources. This excludes instances of compromised client information.
18. Sexual Abuse/Sexual Battery/Child on Child Sexual Abuse: An unsolicited or non-consensual sexual activity by one client to another client, employee or other individual on a client or client on an employee that has involved a new report and/or medical/law enforcement involvement. Any sexual behavior between children which occurs without consent, without equality, or as a result of coercion. Includes sexually acting out which requires an Abuse Report. This applies only to children receiving services from CFC or by a CFC contracted provider.
19. 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.

General Procedure:

1. Staff becoming aware of incidents or events that place the child or others at risk or may pose a threat to the child must document the incident on the Incident Report Form and formally notify CFC. 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 the CFC reporting form.
2. Who Reports?
 - a. When an incident involves a **foster home**, the foster parent must notify their Family Support Specialist and the child's case manager immediately. The Child Placing Agency is responsible for filing an incident report with CFC. CFC Placement at (561)313-5338 must be notified within four (4) hours if the incident involves a runaway/missing child, Baker Act, arrest, or overnight hospitalization.
 - b. If an incident occurs while a child is under the protective supervision of CFC and/or receiving services from a contracted provider, and is living at home with **parents or placed with relatives/non relatives**, the caregiver must notify the child's case manager/staff immediately. The child's case manager/staff is responsible for filing an incident report with CFC.
 - c. When an incident involves a child under the protective supervision of CFC, and is living in a **provider facility** (shelter, group home, residential treatment center, etc.) the Director or designee of that facility is responsible for notifying the child's case manager immediately, and filing an incident report is submitted to CFC. CFC Placement at (561)313-5338 must be notified within four (4) hours if the incident involves a runaway/missing child, Baker Act, arrest, or overnight hospitalization.
 - d. For **missing child/runaway**, reporter must refer to CFC Policy 600 Prevention, Reporting and Services to Missing Children. Contacting law enforcement is required once the child has been determined to be missing for 4 hours and within 4 hours. If exigent circumstances exist, response timeframe is elevated to immediate.
3. Priority Incidents that Require Immediate Reporting:
 - a. Client deaths, incidents expected to have adverse agency impact, media attention, or life threatening endangerment of clients are to be verbally reported *immediately* by management for the partner organization or contracted provider to the CFC Chief Operations Officer.
 - b. This verbal notification must occur within 1 hour of gaining knowledge of the incident.
 - c. The Chief Operations Officer will report to the Chief Executive Officer immediately of notification by a provider.

- d. The Chief Executive Officer will report any incident of child death or other incident type based on severity to the DCF Regional Director or designee immediately upon notification.
 - e. This immediate reporting requirement is applicable 24 hours per day, 7 days per week.
 - f. The employee must then complete the Incident Report Form and document the incident in FSFN, if applicable.
4. All Other Incidents:
- a. Upon becoming aware of any non-priority incident as described in the definitions, all employees of CFC, contracted providers are responsible for reporting such an event.
 - b. The employee's first obligation is to ensure the health, safety, and welfare of all individual(s) involved then must notify his/her immediate supervisor of the incident orally or by telephone. In the event the direct supervisor is unavailable, the employee will continue up the chain of command until that employee is able to reach a supervisor or manager and provide that individual with an oral report of the reportable incident in advance of the preparation of the written incident report.
 - c. The employee must then complete the Incident Report Form and document the incident in FSFN, if applicable.
5. The expectation is that the form will be completely filled out. **Any incident report that does not contain the required information will be returned for completion.** The following, at a minimum, will be contained in the report:
- a. Incident category
 - b. Date and time of incident
 - c. Location of incident and provider
 - d. Victim/person involved, including demographic information
 - e. Incident reporter and the person's telephone number
 - f. Incident reviewer
 - g. Detailed description of the incident-Who, What, When, Where, Why, How
 - h. Corrective Action and Follow Up
 - i. All notifications made - must always contain the child's case manager/supervisor, then whoever else is notified by individual provider program requirements.
 - j. Unrelated children involved in the same incident should be listed on a separate incident report, (i.e.: if two or more clients are involved in an incident and they are not related, a separate incident report will be completed and submitted for each child involved. To preserve confidentiality, use initials for clients other than the one who is the subject of the report).
6. All Incident Reports and follow-up information must be reviewed by the employee's supervisor and/or management prior to submission to CFC.
- a. The supervisor and/or management review of the Incident Report is to ensure completeness, accuracy and ensure coordination of appropriate corrective action and follow-up.

- b. Corrective Actions and follow-up are to make certain the client's protection from further risk or injury and to manage activities to control the situation.
7. Following supervisor and/or management review and approval with signature, the Incident Report will be transmitted **within 24 hours of the incident to CFC via e-mail address (incidents@cfcpcb.org).**
8. Upon receipt of the Incident Report, CFC's Quality Assurance Department will review and make a determination regarding case practice concern and/or the need for additional follow-up. This review of the incident report will determine the following:
- a. Staff/employee compliance with this policy and procedure.
 - b. Appropriate handling of the situation and action taken to protect the client/staff.
 - c. Steps taken to maintain control of the situation and to limit further liability of CFC and its partners.
 - d. The arrangement for appropriate medical care and following up on recommendations made by a medical provider, if applicable.
 - e. Notification of law enforcement and others if deemed necessary.
9. Within 24 hours of receipt the CFC Quality Assurance Department will distribute incident reports to the following:
- CFC Chief Operations Officer
 - CFC Director of Operations
 - CFC Quality Assurance Coordinator and/or Department
 - CFC Case Management Coordinator and/or Department
 - CFC Placement Coordinator and/or Department
 - CFC Data Max Coordinator and/or Department
 - CFC Children's Mental Health Coordinator and/or Department
 - CFC Program Operations Manager (foster homes)
 - CFC Program Specialist (missing children)
 - CFC Intake Coordinator (diversion)
 - Incidents designated as critical by the Department (page 2-4, numbers 4,6,7, 9,10,12,14,15,17,18,and 19) will be entered into the DCF Incident Reporting and Analysis System (IRAS)

Follow-Up Review of Reportable Incidents to Prevent Future Occurrence

1. The Quality Assurance Department 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. CFC will track and analyze all incident reports. A copy of the original report will be maintained by the original provider agency. The Quality Assurance Department



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.

Request for copies of Incident Reports:

1. Incident Reports are public documents however, prior to release outside of CFC, names and other client identifying information or revealing information protected from public disclosure by Florida Statutes, must be deleted. Any request for a copy of an Incident Report should be directed to CFC's Chief Operations Officer in order to assure all legal requirements are met.
2. CFC will collaborate with the Communication Officer at DCF to coordinate pertinent information that would be released under public records law.
3. Subsequent requests for corrective action plans, status reports or additional information may be initiated on an individual basis as determined by the situation.

Approved 
Bob Barker, Interim CEO

Date 6/29/12



4100 Okeechobee Boulevard, West Palm Beach, Florida 33409 • Phone 561-352-2500 • Fax 561-352-2480 • www.cfcpsc.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;
2. 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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May 9, 2012

Re: Contract IJ701

To Whom It May Concern:

This letter is being written to provide the Chief Financial Officer, Rochelle Prince, and the Chief Operations Officer, Toby Pina, the authority to sign contracts of Child and Family Connections in the Chief Executive's absence. Every effort shall be made to obtain the Interim Chief Executive Officer's signature prior to signature of the CFO or COO.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Robert Barker'.

Robert Barker, Interim Chief Executive Officer

Cc: Patty Tilford, CBC Contract Manager
Joseph Ackerman, Board President
Rochelle Prince, Chief Financial Officer
Toby Pina, Chief Operations Officer

