

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 15, 2013       Consent     Regular  
     Ordinance     Public Hearing

Department  
Submitted By:      Department of Public Safety  
Submitted For:      Division of Justice Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to Receive and File: the executed Clinical Service agreement with ChildNet, Inc. to provide psychological evaluations for dependency cases referred by the Juvenile Division of the 15<sup>th</sup> Judicial Circuit Court (Court) for the period of October 1, 2012 through June 30, 2013.

**Summary:** ChildNet, Inc. contracted with the Division of Justice Services to provide court ordered psychological evaluations for dependency cases referred by the Court. These are frequently on the parents of children under ChildNet, Inc. care and are required as a part of a case plan or to support and provide important and relevant expert psychological information for litigation. This contract compensates Justice Services Forensic Psychology Office for the psychological services provided to this agency. R-2005-0792 authorizes the County Administrator or his designee to sign contracts to provide psychological services to the Fifteenth Judicial Circuit Court. Countywide (PGE)

**Background and Policy Issues:** This contract compensates Justice Services Forensic Psychology Office for the contractual services provided to ChildNet, Inc. that were referred by the Fifteenth Judicial Court.

**Attachments**

- 1) ChildNet, Inc. Clinical Service Agreement

Recommended by: Vinit Bonvento      12/11/12  
   Department Director      Date

Approved By: Vinit Bonvento      12/11/12  
   Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	\$571,542	_____	_____	_____	_____
<b>External Revenues</b>	(\$20,000)	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>\$551,542</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	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, \$20,000 relates to the contract 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 Lepore

**III. REVIEW COMMENTS**

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

<u>[Signature]</u> OFMB	12/18/2012 12/17/12 12/17/12	<u>[Signature]</u> Contract Administration
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**B. Legal Sufficiency:**

[Signature] 12/20/12  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



**CLINICAL SERVICE AGREEMENT**  
**CSA-PSY-013**

**THIS SERVICE AGREEMENT** is entered into and between **CHILDNET, INC.** (hereinafter referred to as ("ChildNet"), 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, ChildNet 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 ChildNet jurisdiction referred by the Juvenile Division of the 15<sup>th</sup> Judicial Circuit Court. These are frequently on the parents of children under ChildNet 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 15<sup>th</sup> Judicial Circuit Court will be final.
4. ChildNet will not be responsible for payment for mental health services not authorized by the Juvenile Division of the 15<sup>th</sup> 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.

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6. The Provider shall notify the ChildNet's dependency case manager of any client absence from a scheduled appointment with Provider.
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 ChildNet, the Department, or a court of law, the Provider shall provide, without additional costs to ChildNet, 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 ChildNet, the Department or Provider, shall be considered a part of the "Testimony" provided at no costs to ChildNet. 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**

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

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

<b>Service</b>	<b>Unit</b>	<b>Unit Price</b>
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 ChildNet in providing information and performing tasks necessary to receive reimbursement from any third party payors. If the

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Provider receives payment from a third party payor for services delivered to a client **and** for which the Provider has already been paid by ChildNet, then the payment to the Provider from ChildNet 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 ChildNet.

3. A completed **Invoice for Services (Exhibit A and B)** shall be submitted for payment to the ChildNet 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 ChildNet 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 ChildNet clients served and funded by sources other than ChildNet. 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 Agreement 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:

**ChildNet, Inc.**  
**Attn.: Clinical Department**  
**4100 Okeechobee Blvd., 2<sup>nd</sup> Floor**  
**West Palm Beach, FL 33409**

6. ChildNet, 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. ChildNet, 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. ChildNet agrees to pay the Provider within 30-45 days of the timely submission of a properly completed and signed invoice.

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**E. SPECIAL PROVISIONS**

1. The Provider shall permit persons duly authorized by ChildNet to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement.
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 ChildNet any use or disclosure of the information not provided for by this agreement or applicable law.
  - d. The Provider hereby assures ChildNet that if any PHI received from ChildNet, or received by the Provider on ChildNet' 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 ChildNet or created or received by the Provider on behalf of ChildNet 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 ChildNet or received by the Provider on

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behalf of the Department or ChildNet, 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 ChildNet.
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 5<sup>th</sup> 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 ChildNet's Single Point of Contact by the 5<sup>th</sup> 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 ChildNet, 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.

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**F. TERMINATION**

This Agreement shall be effective as of **October 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, ChildNet may terminate this Service Agreement within twenty-four (24) hours written notice to the Provider, and ChildNet will pay for services completed through the date of termination. This Service Agreement may terminate with or without cause at the sole discretion of ChildNet, Inc.

This Agreement constitutes the entire understanding and agreement between ChildNet 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**

**CHILDNET, INC.  
4100 Okeechobee Blvd., 2nd Floor  
West Palm Beach, FL 33409**

**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 10/31/12

NAME Emilio Benitez  
TITLE President/CEO  
SIGNED *Emilio Benitez*  
DATE 11-14-12

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

NAME *Conrad E. Eddy*  
TITLE County Attorney

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

SIGNED Pamela Eidlberg  
DATE 11/1/12  
Employer ID# 59-6000785

SIGNED \_\_\_\_\_  
DATE \_\_\_\_\_

**APPROVED AS TO TERMS AND  
CONDITIONS**

By Mark Bishop  
Division Director

**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:**  
ChildNet, Inc.  
4100 Okeechobee Blvd., 2<sup>nd</sup> 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, PALM BEACH DEPARTMENT OF PUBLIC SAFETY  
**Remittance Address:** \_\_\_\_\_  
**Invoice for the month of:** \_\_\_\_\_

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

**Section B- Total Invoice Amount:**

Current Month A	Total Billed-To-Date			
	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 A		Total Billed-To-Date			
	Total provided This Month	B	C	D = (A+C)	E = (B-D)
Description of Match		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 ChildNet Contract Use Only			
<b>Date Received:</b>		<b>Total Invoice Amount Approved:</b>	
<b>ChildNet Vacancy Review:</b>		<b>Approved By and Date Approved:</b>	
For ChildNet Finance Use Only			
<b>Provider ID:</b>	<b>Contract No.</b>	<b>CSA-PSY-013</b>	<b>Processed:</b>
<b>G/L Account:</b>	<b>Sub Account:</b>	<b>Date:</b>	

**Series** 800: Quality Assurance & Improvement  
**Policy Name** Critical Incidents and Client Risk Prevention  
**Policy Number** 807  
**Origination Date** 10/30/02      **Revision Date** 03/18/08  
**Regulation** CFOP 215-6  
**Attachments** DCF Incident Reporting Form

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

#### **Procedure**

##### Scope of the Procedure

1. This policy applies to all 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 may 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 does place the child or others at risk, to document the actions taken and the follow-up needed, and to formally notify the case manager's supervisor, case manager, CFC, and DCF.

##### Definitions of Reportable Incidents:

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

1. **Abuse/Neglect/Abandonment/Threat of Harm.** Allegations of abuse/ neglect/abandonment/threat of harm that justifies and requires a report to the Florida Abuse Hotline.
2. **Altercation:** A physical confrontation occurring between a child or parent and employee or two or more children when a client is under the protective supervision of CFC, and which results in one or more clients or employees receiving medical treatment by a licensed health care professional.
3. **Automobile Accident:** Accident occurring in a private or CFC vehicle during the course of employment.
4. **Baker Act.** Emergency hospitalization of any client for whom we have case management responsibility. (Notify Placement immediately 561 313-6818.)
5. **Client Death:** A child whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of a CFC employee, CFC contracted provider

employee, or in a CFC operated or contracted 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?

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

1. 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@cfcpsc.org](mailto:incidents@cfcpsc.org) within 24 hours of the incident.
4. **REPORT REVIEWER (IDENTIFIED ON THE FORM) WILL ENSURE THAT THE REPORT FORM IS COMPLETELY FILLED OUT BEFORE IT IS EMAILED/FAXED TO CFC's QUALITY ASSURANCE Department at ([incidents@cfcpsc.org](mailto:incidents@cfcpsc.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 **DETAILED** 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 of 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.

<b>Executive Director Approval:</b>	<b>Date:</b>
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**Series:** 900 Performance and Quality Improvement  
**Policy Name:** Incident Reporting and Client Risk Prevention  
**Policy Number:** 904  
**Origination Date:** **Revision Date:** 5-17-2011  
DCF CFOP 175-17 – Child Death Review Procedures  
DCF CFOP 175-85 – Prevention, Reporting and Services to  
Missing Children  
**Regulation:** DCF CFOP 215-6 – Incident Reporting and Client Risk Prevention

**Attachments:**

**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 is in addition to 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 is the responsibility of all CFC staff, contracted partners 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 (WHEN NEW DCF POLICY IS RELEASED—NEED TO UPDATE)**

1. **Allegation of Abuse/Neglect:** An allegation of abuse or neglect of a child in a CFC licensed facility, foster home or relative/non-relative placement.
2. **Altercation:** A physical confrontation occurring between a client and employee or two or more clients at the time services are being rendered, or when a client is in the physical custody of the department which results in one or more clients or employees receiving medical treatment by a licensed health care professional.
3. **Emergency Shelter Placement:** Should the Placement Specialist and the Placement Director believe that they have no choice than to use the shelter, the Placement Director is to contact the CEO for approval prior to making the placement. Should a child stay in a shelter overnight, the Placement Specialist will be responsible for providing an Incident Report the next business day by 10:00 a.m.
4. **Client Death:** Is any child death allegedly due to an accident, act of abuse, neglect or other incident of a child or parent/caregiver of an open case or recently closed case.
5. **Client Injury or Illness:** A medical condition of a child who is in the physical custody of CFC that requires medical treatment by a licensed health care professional in an emergency setting, i.e., hospitalization, emergency room visit for broken bone, etc.
6. **Elopement:** The unauthorized absence of a child who is in the physical custody or under voluntary or court ordered supervision of CFC on whom a missing person report has been filed with local law enforcement.
  - a. For incidents involving Elopement, the Missing Child Report must accompany the Incident Report when submitted to CFC. See section C, below for more detail.
  - b. If the missing child is less than 12 years of age or is disabled, the Chief Operations Officer or Chief Executive Officer must be verbally notified immediately.

7. Employee Arrest: The arrest of any employee, for a civil or criminal offense.
8. Media Attention: May or may not accompany any of the reportable incidents as defined in this procedure, however, should you know 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 Manager of the partnering organization responsible for case supervision. The notification is to be provided immediately or within 1 hour of learning of or suspecting media attention.
9. Sexual Battery and/or Child on Child: An allegation of sexual battery by a client on a client, employee on a client or client on an employee that has involved a new report and/or medical/law enforcement involvement.
10. Suicide Attempt: An act which clearly reflects the threat of or physical attempt by a client that results in a Baker Act.
11. Other Incident: An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a bomb threat, kidnapping, riot or hostage situation which jeopardizes the health, safety and welfare of clients who are in an open case of CFC or employees of CFC.

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.
2. Critical Incidents that Require Immediate Reporting:
  - a. Unexpected client deaths, incidents expected to have adverse agency impact, media attention, or endangerment of clients are to be verbally reported *immediately* by the partner organization or contracted provider Program Managers to the 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 Program Manager.
  - d. The Chief Executive Officer will report any incident of child death to the DCF Regional Director or designee immediately upon learning of the child's death.
  - e. This Immediate Reporting Requirement is applicable 24 hours per day, 7 days per week.
3. All Other Incidents:

- a. Upon becoming aware of any non-critical incident as described in the definitions, all employees of CFC, partner agencies and contract providers are responsible for reporting such an event.
4. All Incident Reports and follow-up information must be reviewed by the employee's Supervisor and/or the Program Manager prior to submission to CFC.
  - a. The Supervisor and/or Program Manager 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.
5. Incident Reports are reviewed and approved (with signature) by the Supervisor and/or Program Manager and transmitted by 10:00 a.m. the next business day to CFC via e-mail at [incidents@cfcpbc.org](mailto:incidents@cfcpbc.org).
6. Incident Reports will be documented in FSFN.
7. Upon receipt and review of the Incident Report, CFC's QA Manager will make a determination regarding case practice concern and/or the need for additional follow-up. CFC will forward all critical incidents to DCF for entry in to the incident report tracking system.
8. The CFC QA Manager will keep all reports on file and will document the incident in the internal tracking system and notify relevant individuals in CFC.

Procedure for Missing Children (Elopement)

1. An Incident Report made on behalf of a child for Elopement (see definition), a Missing Child Report must be forwarded to the Case Management Program Specialist. Note: The Missing Child Report must be updated when the missing child is located and submitted in accordance with reporting timelines.
2. Elopements/Missing Children involving a child aged 12 years or younger or a child who is disabled meet the criteria for Critical Incidents.
3. Elopements/Missing Children involving a child aged 13 or older must be reported to CFC by 10:00 a.m. on the next business day.
4. The Case Manager assigned to the eloped/missing child must notify Children's Legal Services (CLS) within 24 hours of the child's disappearance.

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 \_\_\_\_\_  
Judith Karim, CEO

Date \_\_\_\_\_

**Series:** 600 Special Populations  
**Policy Name:** Prevention, Reporting and Services to Missing Children  
**Policy Number:** 600  
**Origination Date:** **Revision Date:**  
39.303 F.S.  
39.305 F.S.  
**Regulation:** 65C-8.00 F.A.C.  
CFOP 175-85

**Attachments:**

**Policy:** It is the policy of CFC to engage in prevention, reporting and services for missing children.

**Procedure:**

**A. Prevention and Placement**

1. CFC Network Providers will ensure that all caregivers are aware of changes in behaviors that may precipitate a child running away, as well as the procedure to follow if a child runs away or is otherwise missing.
2. The DCM will ensure that all caregivers understand the reporting procedures expected when children run away or are determined to be missing.
3. If age appropriate, immediately upon placement of every child in out-of-home care, will be provided with the name and official number of their DCM.

**B. Initial Response by a Caregiver to a Child Who Is Believed to be a Missing Child**

1. DCMs will instruct caregivers to document all their contacts and attempts made to locate the missing child.
2. If Exigent Circumstances exist, (child is 11 or younger or child of any age is believed to be at high risk) the caregiver will call local law enforcement as soon as the determination is made that the child is missing and ask the officer to:
  - a. Take a 'Missing Child Report'.
  - b. Assign a case number and provide the number back to the caregiver or person reporting the child missing.
  - c. Provide a copy of the law enforcement case report, when it is available.
  - d. If the responding law enforcement officer refuses to take a missing child report the caregiver will:
    - i. Request to speak to the appropriate Watch Commander.
    - ii. Document the officer's name and specific local law enforcement agency name.
    - iii. Immediately contact the DCM or on-call staff to report this information if the Watch Commander refuses to take a missing child report.
  - e. If law enforcement continues to refuse to take a report, contact the Central Region's Missing Child Specialist.

- f. The caregiver will notify the child's DCM or the on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name, case number and if available, a copy of the Law Enforcement report.
3. If Exigent Circumstances do not exist, within the first hour, the caregiver will check to see what, if any, of the child's personal belongings are missing or if the child left a note.
- a. Call the following persons as appropriate to ascertain if the child has been seen, or has given any indications that may explain the child's missing status:
    - i. School/child's teachers and school resource officer;
    - ii. The child's relatives/parents, both local and non-local, if appropriate and the caregiver has the means for such contact;
    - iii. Any friends or places that the child generally frequents, the local runaway shelter (if there is one in the community);
    - iv. The child's employer, if applicable; and
    - v. Child's therapist, if applicable.
  - b. Record all information gathered that might help locate the child and the names and numbers of people contacted.
  - c. Provide telephone numbers and ask for the individuals above to call back and share information if they have further information or see the child.
  - d. Write down what the child was wearing the last time the child was seen and obtain a recent photo.
  - e. Notify local law enforcement.
  - f. Notify the child's DCM or emergency on-call staff and share all pertinent information listed above with emphasis on providing the law enforcement agency name and case number if available.
  - g. If at any time the child returns to the caregiver's home all law enforcement agencies and other agencies notified that the child was missing will be contacted immediately.
  - h. If at any time new information is obtained on the child's location, all law enforcement agencies and other agencies notified that the child was missing

will be contacted immediately and appropriate efforts taken to return the child to the caregiver's home.

- i. Efforts to locate the child should not exceed 4 hours before law enforcement is notified and the 4 hours must reflect active efforts.

C. Dependency Case Manager (DCM) Response

1. When a child is missing, the hard copy case file will be maintained at the CMO in a centralized location and available at all times for review by local law enforcement.
2. The DCM will notify, as applicable, the following persons (if the caregiver has not already done so):
  - a. Local law enforcement will be notified immediately in all cases of missing children whose location is not determined. The responding officer will be asked to:
    - i. Take a report of the missing child; and,
    - ii. Assign a case number/case report to record in the child's case record and provide the number to the caregiver or person reporting the child missing.
    - iii. If the responding law enforcement officer refuses to take a missing child report the DCM will:
    - iv. Request to speak to the appropriate Watch Commander;
    - v. Document the officer's name and specific local law enforcement agency name; and
    - vi. If the Watch Commander refuses to take a missing child report, the DCM will immediately contact the DCM Supervisor to report this information.
  - b. The CFC QA Department via an emailed Incident Report.
  - c. The child's parents, legal custodian, relatives or foster parent
  - d. DCM Supervisor
  - e. The Court
  - f. The child's Guardian Ad Litem





- g. The child's therapist
  - h. The child's DJJ Probation Officer
  - i. The child's Attorney Ad Litem
  - j. Children's Legal Services
  - k. Any other person the DCM deems essential
3. In addition to notifying the above people, the process for reporting a missing child is:
- a. The DCM will complete the Missing Child Reporting Form (MCRF) in FSFN within 24 business hours of being notified unless exigent circumstances exist.
    - i. The CFC Missing Child Specialist/designee will review and approve Missing Child Reports in FSFN daily.
    - ii. The CFC Missing Child Specialist/designee will review FSFN daily to ensure that photographs of all missing children are entered in the system and will review chronological notes weekly to determine appropriate efforts to locate are being made and documented.
    - iii. The CFC Missing Child Specialist/designee will check daily, to determine that recovery forms have been submitted in FSFN, routed to Tallahassee, and will reconcile the Missing Child Issue List.
    - iv. The CFC Missing Child Specialist/designee will review the MEPIC/FDLE website and the FCIC list weekly to ensure that all missing children are posted on the website and have an FCIC entry.
    - v. The CFC Missing Child Specialist/designee will review the FSFN Children Not Seen Report and the Placement Exception Report weekly to ensure that all children whose whereabouts are unknown have been reported missing and placement screens have been updated to reflect their status.
    - vi. Upon entry and transmission of the episode into the Missing Child Tracking System, FDLE/NCIC and the National Center for Missing and Exploited Children (NCMEC) are automatically notified that the child is missing.
    - vii. Within 24 hours, the DCM will ensure that there is a current photograph entered into FSFN.

- b. The DCM will document in FSFN contact with Law Enforcement, completion of the incident report and MCRF, all efforts to locate the child, and explicitly indicating all contacts made and attempted.
  - i. Include in the documentation any information gathered.
  - ii. All FSFN information related to Missing Children will be entered immediately but no later than 24 hours, after notification.
  
- c. If the missing child is residing in another state or nation the following actions will be taken:
  - i. For all Interstate Compact on the Placement of Children (ICPC), children the DCM will immediately contact the social service worker providing supervision to request their assistance in the reporting of the child as missing to law enforcement in the jurisdiction where the child was residing. If they refuse, the DCM must make that contact.
  - ii. For children not placed pursuant to the ICPC, the DCM will contact the caregiver and request their assistance in reporting the child as missing.
  - iii. The DCM will contact any parents and/or relatives who reside locally to see if they have any information on the location of the child.
  - iv. This information should be shared with the social service worker providing supervision and the caregiver to assist law enforcement in the jurisdiction where the child was residing.
  - v. The MCRF will be completed indicating that the child was residing out of the state of Florida and has been reported as missing in the jurisdiction where he was residing.
  - vi. The DCM will notify the ICPC office as soon as possible that the child has been reported as missing and efforts made to locate the child.
  
4. As soon as possible, the child's DCM shall, with the assistance of Children's Legal Services, file notice with the court in the form of a letter that the child has been reported as a missing child.

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5. The DCM will complete a data records check to locate any service providers that may be active with the child and will contact the service provider immediately

regarding the last time the child was seen and to notify the service provider the child is missing.

6. If at any time new information is obtained on the child's location, all agencies notified that the child was missing will be contacted immediately and appropriate efforts taken to return the child to the caregiver's home.
  - a. An Incident Report will be sent to the QA Department at the previously listed Incident Reporting address
  - b. The child's DCM will offer and arrange safe transportation for the child's return if the child makes contacts.

#### D. Case Management Services While a Child is Missing

1. Efforts to locate the child will occur weekly for the first three months a child is missing, and monthly for every additional month thereafter (for example, contacting the family, legal custodian, relatives, Guardian Ad Litem, provider agencies, friends, etc).
    - a. DCM will document the last time the child was seen by any of the above contacts and will make visits to places familiar to the child
    - b. The DCM is to check with DJJ, shelters and hospitals and supply flyers to post and distribute
    - c. Contacts will be documented explicitly in the child's FSFN record within 24 hours of contact and in all judicial review reports.
    - d. DCM will share the case file with law enforcement within the first week of the child being missing and will continue communication with law enforcement until the child is found
    - e. The DCM will complete a data records check to locate any service providers that may be active with the child and will contact the service provider immediately regarding the last time the child was seen and to notify the service provider the child is missing.
      - i. Should there be an active service provider, notify the service provider the child is missing
      - ii. Document the last time the child was provided the service
    - f. The DCM and caregivers will ensure that every effort is made to encourage a child to return if they are contacted by the missing child.
- 
- g. The DCM will submit a copy of the child's dental records and fingerprints to law enforcement within 30 days
  - h. All children missing for more than 30 days should have a comprehensive review of the file. A case review staffing will be initiated by the CMO, to

include a representative from CFC to identify any missed leads, brainstorm for new efforts and create a task list that would help facilitate the recovery of the child.

2. Prior to each judicial review of a child in out-of-home care whose location is not determined, the DCM will:
    - a. Include in the judicial review reports specific efforts and results related to locating the child.
    - b. When the child has been on consistent runaway status for at least 6 months, an extension of the Case Plan can be approved due to "Extraordinary Circumstances"
  3. For the period of time that the child remains missing, all actions taken to locate the child will be documented in FSFN within 24 hours of the activity.
  4. The DCM will interview the child's caregiver to determine whether or not the child will be placed with them upon return.
    - a. The DCM will explore other placement options if:
      - i. The caregivers do not wish for the child to return;
      - ii. The child expresses a strong aversion to returning to the previous placement; or
      - iii. If return to the placement is otherwise determined not to be in the child's best interest.
  5. If a child becomes 18 years old while reported as missing, all agencies notified that the child was missing will be contacted and notified that the child has become 18 years old.
    - a. The DCM will inform the court and request the case be closed.
    - b. A copy of the case file will be offered to law enforcement for their continued efforts to locate the missing person.
- E. Response to Interventions for Children Who Return

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1. When the child is located and/or returned, the DCM shall immediately notify the child's parents, legal custodian, relatives, caregivers, the Guardian Ad Litem, law enforcement and the Court as well as any other agency or people who were contacted regarding the missing child.

- a. The DCM will complete the Missing Child Recovery form in FSFN and submit it for approval to the missing child point of contact.
  - b. The DCM will also complete an Incident Report and e-mail it to CFC.
  - c. The DCM will update the child's placement screen and chronological notes in FSFN within 24 hours to reflect the child's return.
  - d. All intervention actions taken when a child has returned will be documented in FSFN chronological notes.
2. The DCM will conduct a visit with the child at their current residence as soon as possible but within 24 hours of the child's return. If age appropriate, the child will be interviewed privately, by the DCM to determine:
- a. The child's need for further services and/or change in placement.
  - b. The circumstances causing/precipitating the episode.
3. The child's DCM will offer and arrange safe transportation for the child's return if needed.
- a. If the child is out-of-state or in another district/region, transportation arrangements with adult traveling supervision will be made.
4. When the child returns, the child will hear and see statements of concern regarding the child's safety and well-being from the adults who have significant relations with the child.
5. Relatives, non-relatives, foster parents and other caregivers shall be instructed to take care of the child's immediate needs upon return, such as food, bathing, medical attention, rest, etc.
- a. Other immediate needs may include psychotherapeutic and behavioral interventions
    - i. In situations where the child ran away, a referral for a mental health evaluation is to be made.
    - ii. For the child who is considered a Habitual Runaway, a multi disciplinary staffing is to be initiated by the CMO; to include a designated representative from CFC and a referral will be made for a behavioral review or comprehensive behavioral assessment by a Behavioral Analysis Services Program.
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- b. The child will be interviewed to determine if medical attention and/or other services are needed
  - c. If discipline or consequences are appropriate, they can be delayed until after the immediate needs are met

- d. A calm discussion of the incident and clarification of behavioral expectations should be initiated after immediate needs are met.
6. Should a child returning from runaway status express a desire to live with a person or family member who wishes to be considered as a placement for the child, a home study and background check shall be conducted to determine if the home is an appropriate option.
- a. The DCM will consult with a supervisor and the caregiver to determine the need for a staffing to discuss service needs, a case plan update, possible placement changes, etc. for the child, which includes caregivers, Child Welfare Legal Service, clinical staff, the Guardian Ad Litem and teachers, if applicable.
7. The DCM will review the child's case plan each time a child returns and will amend the case plan, if necessary and submit the update to the court. The plan will include appropriate service tasks. The caregiver and child, when appropriate, will be included in the case plan update.
8. Additional training or consultation to caregivers will be identified and provided, if necessary, to assist them to provide appropriate care to the child who has returned.
9. If a child is recovered after hours and the CMO is unable to be reached, the Central Region's Criminal Justice Coordinator will contact the CFC QA Director or designee who will then be responsible for notifying the respective CMO Director.

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Judith Karim, CEO

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

II. Participant(s) Witness (es) (if applicable)					
Full Name	Birth Date	Age	Race	Gender	Type of Witness

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. Individuals Notified			
	Abuse Registry	Health Care Admin	Law Enforcement
Name:			
Badge/ID#:			
Date:			
Time:			
Called:	Time: _____	Time: _____	Time: _____
Copy:	Time: _____	Time: _____	Time: _____
Accepted:			
	Parent/Guardian/ Family Member	Other: (Please Specify)	Other: (Please Specify)
Name:			
Date:			
Time:			
Called:	Time: _____	Time: _____	Time: _____
Copy:	Time: _____	Time: _____	Time: _____

VII. Death Review Information	
Date of Death:	Time of Death:
Place of Death:	
Suspected Cause of Death:	
Classification of Death: <i>Click for Choices;</i>	Explain:



**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:



**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