

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2017 Consent Regular
 Ordinance Public Hearing

Department
Submitted By: Youth Services Department
Submitted For: Residential Treatment and Family Counseling Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a Cooperative Agreement with The Children’s Home Society of Florida (CHS) to provide coordinated behavioral therapy services, shelter and case management services to youth and their families throughout Palm Beach County to become effective upon execution by the parties through September 30, 2018, at no cost to the County; and
- B) **authorize** the County Administrator, or designee, to execute any future agreements/minor amendments with CHS for coordination of behavioral therapy services, shelter and case management services.

Summary: The Youth Services Department (YSD), through the Residential Treatment & Family Counseling Division, provides a wide range of therapeutic services to youth and their families. CHS provides shelter and case management services. YSD and CHS will identify youth, and their families, that could benefit from the services each provide. CHS will refer the youth and families that have been identified to YSD for behavioral therapy services, and YSD will refer the youth and families to CHS for shelter and case management services. YSD and CHS will coordinate the essential services, as may be applicable to each case. This Cooperative Agreement outlines the responsibilities of both YSD and CHS, for which each will refer the identified youth and their families. Countywide (HH)

Background and Justification: Since 2011, the County and CHS have worked cooperatively to provide services to youth and families in need. These coordinated services between YSD and CHS have been successful. As these services have been ongoing, this Agreement formalizes the responsibilities of both YSD and CHS.

Attachment:
Cooperative Agreement

Recommended by: [Signature] Date 1-11-17
Department Director

Approved by: [Signature] Date 1/18/17
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*see below				
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____

Budget Account Exp No:
 Fund _____ Dept _____ Unit _____ Obj _____
 Rev No:
 Fund _____ Dept _____ Unit _____ Obj _____

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

* There is no fiscal impact associated with the approval of this agenda item.

Departmental Fiscal Review: *Christine Deane* 1-10-17

II. REVIEW COMMENTS

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

[Signature]
 OFMB *1/11/17*

[Signature] *1/13/17*
 Contract Development & Control

B. Legal Sufficiency:

[Signature] *1-13-17*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

COOPERATIVE AGREEMENT

This Cooperative Agreement (Agreement) is hereby entered into as of the _____ day of _____, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The Children's Home Society of Florida, a not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CHS, and whose Federal I.D. is 59-0192430.

WHEREAS, CHS is a not-for-profit organization providing services to residents of Palm Beach County; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as hereinabove specified and as follows:

I. PURPOSE

The purpose of this Agreement is to provide behavioral therapy services to youth and their families throughout Palm Beach County.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Dr. Tony Spaniol, Residential Treatment & Family Counseling Director (telephone no. 561-625-2540).

The CHS representative/liaison during the performance of this Agreement shall be Julie DeMar, Executive Director (telephone no. 561-868-4300).

II. TERM

The term of this Agreement shall commence upon execution by both parties and continue through September 30, 2018.

III. DESCRIPTION OF SERVICES

A. CHS agrees:

- 1) To provide shelter care placement to eligible Palm Beach County youth.
- 2) To refer youth in need to COUNTY, utilizing COUNTY'S referral form.
- 3) To maintain regular contact with COUNTY and have staff readily available to provide proper coordination of services and communication.
- 4) To make available case management services for Children In Need of Services (CINS) and Families In Need of Services (FINS).
- 5) To have dedicated staff available to attend required case staffing meetings on an as-needed basis.

- 6) To identify a contact person from CHS to facilitate interagency communication relative to this Agreement.
- 7) To work closely with COUNTY staff to clarify acceptable referrals of appropriate clients needing shelter services.
- 8) To conduct an on-site assessment of youth referred to shelter when necessary or appropriate.
- 9) To convene the case staffing meetings for the purpose of case planning and initiating a CINS petition as required.
- 10) To provide home visits on an as-needed basis.
- 11) To provide data reports to COUNTY, as may be requested and acceptable to COUNTY.

B. COUNTY agrees:

- 1) To provide behavioral therapy services to youth who are in need of services.
- 2) To refer CINS/FINS who are in need of the shelter, family counseling, service linkage, case management and assessment services to CHS.
- 3) To maintain regular contact with CHS to assure proper coordination of services and communication.
- 4) To have dedicated staff available to attend required case staffing meetings on as-needed basis.
- 5) To work cooperatively with CHS staff in early identification of potential lockout cases. Prior to youth being identified as lockout(s), staff shall be able to demonstrate that a variety of attempts have been made to engage the family and obtain alternative placement.
- 6) To work closely with CHS staff to clarify acceptable referrals and to facilitate the transfer of appropriate clients needing services. Parent(s)/guardian(s) shall be required to transport clients to CHS facility.
- 7) To ensure that if medication has been prescribed or that youth is presently on medication, the family therapist/counselor shall provide the information to the parent(s)/guardian(s), informing them that they shall present the youth at CHS with a sufficient supply of medication(s). The name of the doctor prescribing the medication shall be made available to CHS.
- 8) To identify a contact person to facilitate cooperative communication relative to this Agreement.

IV. REGULATIONS; LICENSING REQUIREMENTS

The parties shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CHS is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

V. TERMINATION

Either Party may terminate this Agreement by serving a minimum thirty (30) days' prior written notice to the other party.

VI. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to CHS, notices shall be addressed to:

The Children's Home Society of Florida
Attn: Julie DeMar, Executive Director
3333 Forest Hill Boulevard
West Palm Beach, Florida 33406

VII. CONFIDENTIALITY

The parties agree that CHS, as the State of Florida's contracted agency for centralized intake, is acting as an agent of the Department of Children and Families in the performance of its duties under Chapter 39, part IV F.S., ss. 39.443 and 415.51, allowing for access to all information needed to conduct a proper intake assessment.

The parties shall hold information obtained under this Agreement in a professional and confidential manner.

The parties will protect the rights of children and families with respect to records created, maintained, and used by public institutions. It is the intent of this Agreement to

ensure that children and families have the right to access and the right to privacy with respect to records and reports. The parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of children and families with respect to childrens' and families' records and reports.

VIII. INDEMNIFICATION

CHS and COUNTY recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

IX. RELATIONSHIP OF THE PARTIES

The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

X. NO THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CHS.

XI. NON-DISCRIMINATION

The parties warrant and represents that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CHS has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CHS does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CHS will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

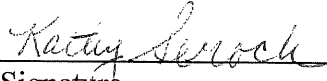
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Tammy K. Fields, Director

WITNESS:

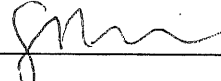
CHS:

 _____
Signature

The Children's Home Society of Florida

Kathy Serock

Name (type or print)

 _____
Signature

Julie DeMar

Typed Name

Executive Director

Title

(corp. seal)