

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020481

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Amendment 2 to contract #HJK13, as well as Amendment 1 to contract #HJK16 with the Florida Department of Children and Families Grant. The Family Connection Center Grant # 0649 Visitation and #0672 Parenting are to change the language, dollar amount, and match. Includes Budget Transfer in the amount of the difference between the original awarded amount and the revised award of \$11258. for contract #HJK13 (#0649 Visitation) and: *ccm 519102* the difference between the original awarded amount and the revised award of \$ 11258. for contract #HJK16 (#0672 Parenting) for a net change of zero.

WHY ACTION IS NECESSARY: Board must approve all Amendments to Contracts/Grants.

WHAT ACTION ACCOMPLISHES: Allows a language change, shifting of funding [from \$79,677.91 to \$90,935.47 (visitation 0649), \$27,327.56 to \$16,070.00 (parenting 0672)] and changes the amount of match funds for the FCC Grant 0649, from \$25,209.00 to \$26,245.49 and FCC Grant 0672, from \$9,442.52 to \$5,356.66.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C11A

3. MEETING DATE:

05-21-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND:

At the July 26, 2001 meeting, the Board of County Commissioners approved the Department of Children and Families and the Lee County Extension Service partnership with the Family Connection Center (FCC) to provide supervised visitation for families and children in foster and shelter care with the Department of Children and Families. In addition, FCC provides supervised visitation by court order to children and non-custodial parents undergoing divorce or custody disputes. FCC started as a pilot program in 1996, and has gained statewide recognition as a model of collaborative, community effort. This program has developed over the years, to be a non-"cookie cutter" contract, and the services offered to the children and families are specialized. The language in the contracts was not suited for the services FCC provides, therefore we asked for language changes to better outline what is provided for the families. FCC will receive reimbursement for services through this grant from the Department of Children and Families for an original amount of \$79,677.91, not including the second contract for Parenting classes in conjunction with the visitation grant, for a grand total of \$107,005.47. We are asking for permission to move \$11,257.56 from Grant 0672 (Parenting), to Grant 0649 (visitation) due to the overabundance of orders from the courts.

The provider (Family Connection Center, Extension Services) is required to provide a match from a local source. Family Connection Center uses the Extension Services building for meeting and office space, as well as utilities, phone, insurance, salaries, and travel expenses to meet this match. The amendment will not increase the match required. The total match estimated from this years' budget forecast for FY 01/02 is \$31,602.15. This will not require any additional funding from the County.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

ccm

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i>	<i>/</i>	<i>/</i>		<i>[Signature]</i> 5/17/02	<i>[Signature]</i> 5/8/02	<i>[Signature]</i> 5/9	<i>[Signature]</i> 5/9	<i>[Signature]</i> 5/9/02	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED
COUNTY ATTORNEY
5/8/02
11:05 am
COUNTY ATTORNEY
FORWARDED TO:
5/9 4:00

RECEIVED
5/7/02
BY CO. ATTY.
3:30 pm
CO. ATTY.
FORWARDED TO:

Amendment #001

This amendment entered into between the state of Florida, Department of Children and Families, hereinafter referred to as the "department" and Lee County BOCC for Family Connection hereinafter referred to as the "provider" amends Contract #HJK16.

- The purpose of this amendment is to change the language, dollar amount, and match.

1. **Page 14, Contract Attachment I, B.1.a.(8)** is hereby amended to read as follows:

(8) "Develop a specific campaign for April 2002, Child Abuse Prevention Month or participate in the statewide public awareness campaign sponsored by the department. A written description of the Child Abuse Prevention Month activities shall be submitted to the contract manager by May 10, 2002."

2. **Page 14, Contract Attachment I, B.1.(b)** is hereby amended to read as follows:

(b) "Parent Education Program services will be delivered in the home of the individual family for home visits and in community-based facilities for group sessions or the most appropriate location for the individual family."

3. **Page 17, Contract Attachment I, B.2.b.4.b.(vi)** is hereby amended to read as follows:

(vi) "Employees may use college credit hours earned in child development, psychology, social work, and related subjects in lieu of agency in service. Previous or current work experience in human services will also be considered as meeting the initial training requirement for training."

4. **Page 18, Contract Attachment I, B.3.(a)** is hereby amended to read as follows:

(a) "Home Visitations shall be delivered in the home of the individual family or may be adapted to a community-based setting when the children have not been reunified or when they have not been granted unsupervised visitations. Group sessions shall be delivered....."

5. **Page 18, Contract Attachment I, B.3.b.(1)** is hereby amended to read as follows:

(1) "Home Visits shall be delivered in the individual family home from 8:00 A.M. to 8:30 P.M. on the following days: Sunday through Saturday, or whenever is most convenient for the family. The home visit component may be adapted to a community-based setting during supervised visitations when the children have been reunified or when they have not been granted unsupervised visitations."

6. **Page 19, Contract Attachment I, B.4.(a)** is hereby amended to read as follows:

(a) "A Home Visit is defined as one ninety (90) minute in-home or observed session where the parent demonstrates parenting skills learned. A parent or child support group service unit is....."

7. **Page 5, Standard Contract, II.(A)** is hereby amended to read as follows:

(A) "To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$16,070.00, subject to the availability of funds. The State of Florida's performance and obligation....."

8. **Page 28, Contract Attachment I, C.1.(a)** is hereby amended to read as follows:

(a) "This is a unit-cost contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$16,070.00** subject to the availability of funds."

The department agrees to pay for the service units at the unit price(s) and limits listed below:

Service Units	Unit Price	Maximum # of Units
Parent Group Sessions	\$150.00	30.58
Child Group Sessions	\$150.00	30.58
Home Visits	\$70.00	98.50

9. **Page 29, Contract Attachment I, C.1.(b)** is hereby amended to read as follows:

(b) "The provider is required to provide a match of **\$5,356.66** from a local source. The provider's failure....."

This amendment shall begin on April 1, 2002, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments there to in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this **3 page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
Lee County BOCC for Family
Connection Center

DEPARTMENT:
Florida Department of Children and
Families

SIGNED: _____

SIGNED: _____

NAME: ROBERT P. JANES
TITLE: BOARD CHAIRMAN

NAME: MIKE MURPHY
TITLE: DISTRICT ADMINISTRATOR

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 65-0575098

Amendment #002

This amendment entered into between the state of Florida, Department of Children and Families, hereinafter referred to as the "department" and Lee County BOCC for Family Connection hereinafter referred to as the "provider" amends Contract #HJK13.

- The purpose of this amendment is to change the language, dollar amount, and match.

1. **Page 11, Contract Attachment I, A.2.c.(2)** is hereby amended to read as follows:

(2) "The length of service for each family will be 6 to 12 months for reunification and 6 months when the goal is not reunification. The caseworker and provider must review all cases requiring supervised visitation services after six months. If an extension is warranted, written request must be submitted to the Contract Manager for approval."

2. **Page 12, Contract Attachment I, A.2.(d)** is hereby amended to read as follows:

(d) "Time-limited family reunification services and activities are provided to children who are removed from their home and placed in foster care to facilitate the safe and appropriate reunification with the family. Family reunification services will be available and provided to the family members of a child when the goal is reunification. These services are available up to 12 months after a child is removed from the home. Review and rationale for continuation is to be completed by the provider and Family Service Counselor at six months into the program and submitted to the contract manager for approval."

3. **Page 13, Contract Attachment I, A.3.d.(2)** is hereby amended to read as follows:

(2) "Supervised Visitation program shall be available to families for 6 to 12 months where the goal is reunification and 6 months when the goal is not reunification. The caseworker and provider must review all cases requiring supervised visitation services after six months. If an extension is warranted, a written request must be submitted to the Contract Manager for approval."

4. **Page 14, Contract Attachment I, B.1.a.(2)** is hereby amended to read as follows:

(2) "The provider must respond to new referrals within 48 hours of receipt of the referral (exclusive of weekends and holidays) by telephone, correspondence, or

face-to-face contact with the caseworker or the family. Determination for point of contact will be based on provider's ability to accept the case at the time of referral."

5. **Page 16, Contract Attachment I, B.1.b.(1)** is hereby amended to read as follows:

(1) "The Supervised Visitation program is not a long term program. After twelve sessions or three months, the progress of the services shall be evaluated by the referring agency and the provider. At the end of the six months the Family Service Counselor is required to determine whether visitations are to continue in this setting. No family shall be supervised by this program for longer than 6 months without justification and the approval of the contract manager."

6. **Page 17, Contract Attachment I, B.2.b.(3)** is hereby amended to read as follows:

(3) "The provider shall ensure that all employees and volunteers receive a combined forty (40) hours of training in child abuse and neglect; including detection, reporting, prevention, counseling, confidentiality requirements and how to handle emergencies during the visits. Twenty (20) hours of continuing education must continue each year thereafter. Employees may use college credit hours earned in child development, psychology, social work, and related subjects in lieu of agency in service. Previous or current work experience in human services will also be considered as meeting the initial training requirement for training. When this is appropriate, a copy of course curriculum must be placed in the employee's file. A minimum of twenty-five percent of the training shall be in domestic violence and substance abuse. All documentation of training shall be maintained in the employee/volunteer's personnel file."

7. **Page 5, Standard Contract, II.(A)** is hereby amended to read as follows:

(A) "To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$90,935.47, subject to the availability of funds. The State of Florida's performance and obligation....."

8. **Page 25, Contract Attachment I, C.(1)** is hereby amended to read as follows:

(1) "The Department shall reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for a total dollar amount not to exceed \$90,935.47, subject to the availability of funds."

9. **Page 26, Contract Attachment I, C.2.(a)** is hereby amended to read as follows:

(a) "For the unit reimbursement portion of this contract the provider shall be reimbursed a maximum of **\$90,935.47** for the number of service units provided in accordance with the terms of the contract. Established unit costs....."

10. **Page 26, Contract Attachment I, C.(5)** is hereby amended to read as follows:

(5) "Match: The provider is required to provide a match of **\$26,245.49** from a local source. The provider's failure....."

This amendment shall begin on April 1, 2002, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments there to in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this **3 page** amendment to be executed by their officials thereunto duly authorized.

PROVIDER:
Lee County BOCC for Family
Connection Center

DEPARTMENT:
Florida Department of Children and
Families

SIGNED: _____

SIGNED: _____

NAME: ROBERT P. JANES
TITLE: BOARD CHAIRMAN

NAME: MIKE MURPHY
TITLE: DISTRICT ADMINISTRATOR

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 65-0575098

