RESOLUTION NO. 2014-354

THE BOARD OF COUNTY RESOLUTION BY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND **MEMORANDUM** OF A REQUIREMENTS UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND SAFETY SHELTER OF ST JOHNS COUNTY D/B/A BETTY GRIFFIN HOUSE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE **COUNTY**

WHEREAS, Safety Shelter of St Johns County, Inc., d/b/a Betty Griffin House (Betty Griffin House) and St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program, are committed to coordinating services between the Family Integrity Program and Betty Griffin House through cooperation, collaboration and the sharing of appropriate information in accordance with Florida Statues; and

WHEREAS, Betty Griffin House and the County have demonstrated a history of successful collaboration since 2003; and

WHEREAS, Betty Griffin House and the County wish to enter into a Memorandum of Agreement setting forth the terms of the coordination of services between the Family Integrity Program and Betty Griffin House; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Memorandum of Agreement; and

WHEREAS, the County has determined that accepting the terms of the Memorandum of Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

- **Section 1.** The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.
- **Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Memorandum of Agreement between the County and Betty Griffin House and authorizes the County Administrator, or his designee, to execute the Memorandum of Agreement on behalf of the County.
- **Section 3.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of December, 2014.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: , Chair

ATTEST: Cheryl Strickland, Clerk

By: Kam Halterman
Deputy Clerk

RENDITION DATE 12/10/14

MEMORANDUM OF UNDERSTANDING

St. Johns County Board of County Commissioners, Family Integrity Program and Safety Shelter of St Johns County, Inc. DBA: Betty Griffin House

The purpose of this Memorandum of Understanding is to coordinate services between the Family Integrity Program, and the undersigned *Betty Griffin House, St. Johns County*, through cooperation, collaboration, and the sharing of appropriate information in accordance with Florida State Statute 90.5036[1]; 90.5035[1] and 39.908[1].

I. Description of Partners

The Betty Griffin House (Provider) is the certified provider of comprehensive services to victims of domestic and sexual abuse and their children in St. Johns County, Florida. The Betty Griffin House provides a 24-Hour Hotline, a safe, secure shelter, transitional housing, support groups for both adults and children, a Rape Crisis Unit, counseling services, legal assistance, and community education.

The **mission** of the **Betty Griffin House** is, "To offer protection and quality services for victims of Domestic Violence and their minor children and/or victims of Sexual Assault and their families of St. Johns County, FL, through operation of a shelter offering assistance, counseling, and transitional support. To educate the community about services provided and raise awareness of the problems of Domestic Violence and Sexual Assault in order to break cycles of abuse."

The Family Integrity Program (County) serves as the Lead Agency for Community Based Care (CBC) in St. Johns County, Florida. The Family Integrity Program has the responsibility for the provision of prevention / diversion services, dependency case management, adoption services, independent living services, and foster care licensing.

The **mission** of the **Family Integrity Program** is, "To ensure children and families of St. Johns County: Safety, Health, Self-sufficiency, and Opportunities for an enhanced Quality of Life and Personal Growth."

II. History of Relationship

Betty Griffin House and The Family Integrity Program (FIP) have demonstrated a history of successful collaboration since 2003 when FIP assumed lead responsibility for Community Based Care in St. Johns County.

III. Roles and Responsibilities

Betty Griffin House and the Family Integrity Program will work together in the Domestic and sexual abuse / Child Welfare Pilot Project as follows:

- 1. **Betty Griffin House** will designate a Community Based Care (CBC) liaison to be co-located at the **Family Integrity Program** office. Work space will be designated for the **Betty Griffin House** employee. In addition, interview space will be provided for optimum privacy and confidentiality for survivors of domestic and sexual abuse.
- 2. Leadership from **Betty Griffin House** and the **Family Integrity Program** will meet to develop protocols for screening, serving, and referring cases involving domestic and sexual abuse and any issues pertinent to the pilot project.
- 3. The CBC liaison with the **Betty Griffin House** and **Family Integrity Program** staff will participate in the weekly Integrated Services Team meeting to discuss cases where domestic and sexual abuse and child

maltreatment intersect and to develop strategies to resolve emerging issues throughout the pilot project period.

- 4. Betty Griffin House and the Family Integrity Program staff will invite and encourage local representatives from other agencies and any other community partners to attend the weekly Integrated Services Team meeting to discuss successes, barriers and strategies to resolve emerging issues with identified cases.
- 5. The single point of contact with **Betty Griffin House** will conduct trainings on topics including, but not limited to, the dynamics of domestic and sexual abuse and child abuse, batterer accountability, and safety training for staff members of the **Family Integrity Program** and other partnering agencies upon request.
- 6. The **Family Integrity Program** will notify the CBC liaison of all staffings involving domestic and sexual abuse allegations for the purpose of case consultation.
- 7. The CBC liaison will attend weekly staffings by the Family Integrity Program including, but not limited to, case transfer staffings, high risk staffings, multi-disciplinary staffings, family team conferences, reunification staffings, and case plan conferences.
- 8. The CBC liaison will provide support and referral services for survivors of domestic and sexual abuse and their children. The CBC liaison may have the ability to provide field and home visits to survivors of domestic and sexual abuse, on a case by case basis.
- 9. **Betty Griffin House**, the **Family Integrity Program**, and other partnering agencies will work cooperatively with other community agencies to achieve goals, including enhancing domestic and sexual abuse victim safety, increasing batterer accountability, reducing the number of children being removed from non-maltreating parent, and reducing domestic and sexual abuse homicides.
- 10. The single point of contact with the **Betty Griffin House** will share information regarding survivors of domestic and sexual abuse as permitted by and in compliance with Florida confidentiality and privilege laws as outlined in Florida Statutes 39.908; 90.5035 and 90.5036, the federal Violence Against Women's Act of 2005, and any other applicable local, state, or federal law relating to information regarding survivors of domestic or sexual abuse. Upon execution of a DCF Security Agreement, the single point of contact will be provided "read only" access to Florida's Statewide Automated Child Welfare System, the Florida Safe Families Network (FSFN) for the purpose of information sharing regarding the survivors of domestic and sexual abuse. Any misuse of information obtained through the Statewide Automated Child Welfare System or FSFN shall result in the immediate termination of this Memorandum of Understanding. For the purposes of this section "misuse of information" means any use of information prohibited by the DCF Security Agreement or by any applicable local, state, or federal law.
- 11. **Betty Griffin House** and the **Family Integrity Program** will ensure all information released to community partners adheres to all applicable confidentiality and privilege laws, and any protocols agreed to by the partners addressing information sharing and cooperation in domestic and sexual abuse prevention and child welfare.
- 12. The **Family Integrity Program** will provide referrals to the single point of contact with the **Betty Griffin House** for families who have reported domestic and sexual abuse allegations and for families that are later identified as needing domestic and sexual abuse services.
- 13. The **Betty Griffin House** single point of contact will provide the **Family Integrity Program** management with a tentative weekly schedule of when they will be in the FIP offices, so that services can be arranged accordingly.
- 14. **Betty Griffin House** will provide access to, or reports of, statistical information required for grant reporting in compliance with applicable Florida laws regarding confidentiality and privilege and the federal Violence Against Women Act of 2005, and, any protocols agreed to by the partners that address

information sharing and cooperation in domestic and sexual abuse prevention, child welfare diversion and case management services.

15. **Betty Griffin House** will provide monthly feedback reports to the **Family Integrity Program** in regards to mutual clients served, maintaining compliance with applicable Florida laws regarding confidentiality and privilege and the federal Violence Against Women Act of 2005, applicable HIPAA laws, and, any protocols agreed by the partners that address information sharing and cooperation in domestic and sexual abuse prevention, child welfare diversion and case management services. The 'Monthly Feedback Report' attached as Exhibit 1 shall be completed on a monthly basis. The report shall be due to the HHS Contract Coordinator by the 10th of each month and shall contain data for the previous month's services.

IV. Other Provisions

1. Insurance

The PROVIDER shall not commence work under this Memorandum of Understanding until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The PROVIDER shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the PROVIDER has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the PROVIDER of its liability and obligations under this Memorandum of Understanding.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida 500 San Sebastian View St. Augustine, Fl 32084

A. Standard Contract for Service: \$500,000 or less with no unusual hazards

The PROVIDER shall maintain during the life of this Memorandum of Understanding, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the PROVIDER.

The PROVIDER shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The PROVIDER shall maintain during the life of this Memorandum of Understanding, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the PROVIDER from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the PROVIDER or by anyone directly or indirectly employed by a PROVIDER. The PROVIDER shall maintain during the life of this Memorandum of Understanding, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

V. Commitment to the Family Integrity Program & Domestic and Sexual Abuse Advocate of the Betty Griffin House Project

By signing this Memorandum of Understanding, the the stated goals of the project.	e project partners acknowledge their commitment to achieve in
As indicated by my signature, I have read and agree with the Memorandum of Understanding.	
Executive Director The Betty Griffin House	Date
County Administrator St Johns County Board of County Commissioners	Date