

RESOLUTION NO. 2016-107

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND HEALTHY FAMILIES ST. JOHNS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE MEMORANDUM OF AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Healthy Families St. Johns and St. Johns County (on behalf of St. Johns Community Based Care Family Integrity Program) are committed to working together to provide a continuum of care to families residing in their community; and,

WHEREAS, Healthy Families St. Johns and St. Johns County (on behalf of St. Johns Community Based Care Family Integrity Program) have developed a working agreement with a mutual goal of strengthening and supporting families; and,

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

WHEREAS, St. Johns 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, AS FOLLOWS:

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 hereby approves the terms, provisions, conditions, and requirements of the Agreement between St. Johns County, Florida, and Healthy Families St. Johns, and authorizes the County Administrator to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/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 19 day of April, 2016.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad

Pam Halterman
Deputy Clerk

By:

Jeb S. Smith
Jeb S. Smith, Chair

RENDITION DATE 4/21/16

ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners
Family Integrity Program
200 San Sebastian View
PHONE: (904)-209-6080

Memorandum of Agreement

**Healthy Families St. Johns
And
St. Johns County**

This agreement is entered into and between Healthy Families St. Johns (HFSJ) as contracted by the Children's Home Society, Buckner Division and St. Johns County (FIP), a political subdivision of the state of Florida. The agreement shall be upon signature of all parties and shall terminate on June 30, 2018. This agreement may be renewed for 3 successive one-year terms by mutual consent of the parties.

Background on Healthy Families Florida

Healthy Families Florida/Ounce of Prevention Fund of Florida contracts with the Children's Home Society to implement the Healthy Families St. Johns Program (HFSJ). Healthy Families St. Johns is a free and voluntary Assessment and Home Visitation program designed to prevent child abuse and neglect by enhancing parent's ability to create stable and nurturing home environments, promoting healthy childhood growth and development, promoting brain development, and ensuring that families' social and medical needs are met. The program's purpose is to develop self-sufficient and successful families that find success in parenting and meeting their own family needs.

HFSJ offers services to expectant families and families of newborns who present risk factors associated with a higher likelihood of future child protective services involvement. A voluntary Assessment is conducted to determine immediate needs of the family and if the family would benefit from the comprehensive Healthy Families Home Visitation program. If the Assessment determines intensive home visiting services are needed, and the family volunteers to participate, a trained Family Support Worker is assigned to the family to provide services. If HFSJ is at program capacity and is unable to provide home visiting services to the family, HFSJ

will provide the referrals and information regarding community services, depending on the needs of the family.

The Family Support Workers responsibilities include:

- Utilize developmental curriculum, "Growing Great Kids", to teach awareness of developmental milestones and support and model positive parent child relationships
- Conduct developmental assessments (Ages and Stages Developmental)
- Conduct Parenting Inventory and Edinburgh assessments to assess parental stress and pre/post-partum depression
- Conduct Ages and Stages Questionnaires (developmental and social/emotional) to screen for delays
- Help the family to problem solve, develop coping skills, and work towards goals through the use of Family Goal Plans
- Continually assess the safety of the home through completion of the Home Safety Checklist and deliver curriculum related to child and family safety.
- Link families to medical providers
- Track child immunizations and Well-Baby visits
- Provide community referrals and follow up on individual family needs
- Promote self-sufficiency and independence

Some families may need services beyond those offered through HFSJ home visiting. These services, such as domestic violence intervention, substance abuse treatment, mental health treatment, and protective services/supervision fall outside the scope of the HFSJ program. HFSJ relies upon strong partnerships in the community to provide these types of services. HFSJ Home Visitation services can last for up to five years after the birth of the child that qualified them for the program.

HFSJ can accept referrals from the Department of Children and Families (DCF) and the Family Integrity Program during pregnancy or when the family has a baby who is three months of age or younger, as long as the family does not have an "open/active" case with Family Integrity Program/Child Protective Services for 'ongoing mandated services' as a result of 'verified' abuse or neglect. Families who are under DCF investigation at the time of Assessment or qualify for 'prevention' services through FIP are considered 'eligible' for HFSJ Home Visitation services. If a family is enrolled in the HFSJ Home Visitation program while under investigation, and the investigation results in 'verified' abuse and neglect (or should a family become involved in the Child Protective System during participation in HFSJ), an internal staffing shall occur to determine whether the family would benefit from, or should remain a participant in,

the HFSJ Home Visitation program. A subsequent staffing shall occur with DCF and FIP, in the form of a Service Decision Team meeting, to share HFSJ's concerns and, in partnership, develop a plan for the family. Should FIP and HFSJ determine that continued services are appropriate; the family will be provided the opportunity to continue Healthy Families Home Visitation services on a voluntary basis. HFSJ participation cannot be court-ordered or mandated by DCF or FIP.

Background on Family Integrity Program:

The Florida Department of Children and Families contracted with St. Johns County in 2003 to be the lead agency to assume responsibility for and oversight of all Child Protective Services (CPS) in St. Johns County, Florida. The Family Integrity Program provides parenting education, enhancement services, dependency case management, independent living services, adoption and post adoption support, family preservation, outreach, and foster home licensing for children and families in St. Johns County.

Purpose:

HFSJ and FIP are partners in strengthening and supporting families. HFSJ and FIP are committed to working together to provide a continuum of care to families residing in their community. When HFSJ and FIP are both providing services to a given family, HFSJ and FIP will mutually support each other's role through collaborative planning for prevention and early intervention of child abuse and neglect. HFSJ and FIP have been partners in the past and mutually wish to renew that collaboration through this agreement. The purpose of this agreement is to outline the responsibilities for the HFSJ and FIP collaboration.

Mutual Responsibilities:

1. Should HFSJ and FIP provide services to a family at the same time, HFSJ and FIP will be mutually responsible for coordinating services to the family and maintaining routine contact (at least once a month) to discuss the family's progress.
2. HFSJ and FIP agree to participate in periodic staffings (with the family's participation, when appropriate) to discuss the progress of the family and to support each agency's role in working with the family. This staffing may be accomplished by joint attendance at a Service Decision Team meeting, at Family Team Conferences, or on a conference call.
3. On a case by case basis, HFSJ and FIP may develop a written agreement outlining specific roles each may play in providing services to the family. HFSJ and FIP may also choose, at the request of the family, to provide occasional joint home visits.
4. To facilitate communication between FIP and HFSJ, HFSJ and FIP will each designate a liaison for HFSJ and FIP contacts.

5. Changes to program structure, designated liaison, and services shall be reported to the partner agency in a timely manner.
6. HFSJ and FIP agree to respect the confidentiality of the family. Information may be shared between FIP and HFSJ if the family has completed an Authorization for Release of Information form for each respective agency. Information to be shared may include information related to the general care of children, parenting skills, risk factors, level of home visits the family is receiving, and the family's strengths, needs and goals.
7. To the extent permitted by law, DCF reports, law enforcement involvement, or change-of-status of a shared client shall be reported to the Liaison at the partner agency within one business day of occurrence.
8. HFSJ and FIP will provide on-going training about their programs to one another as the need arises.
9. HFSJ and FIP will share training opportunities that may enhance the knowledge or skills of staff from HFSJ and FIP.

Insurance:

HFSJ shall not commence work under this Contract until it 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. HFSJ shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the HFSJ 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 HFSJ of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View
St. Augustine, FL 32084

HFSJ shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect HFSJ 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 HFSJ or by anyone directly employed by or contracting with HFSJ.

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

HFSJ shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect HFSJ 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 HFSJ or by anyone directly or indirectly employed by HFSJ.

HFSJ shall maintain during the life of this Contract, 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.

Relationship of the Parties:

This agreement provides for collaboration between HFSJ and FIP with respect to the provision of their services. However, this agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between HFSJ and FIP.

Amendments:

The parties acknowledge that this document constitutes the complete agreement and understanding of the parties. Any amendment to this agreement shall be in writing and executed by the duly authorized representatives of both parties.

Severability:

If any part of this agreement is declared void, unconstitutional, or otherwise unenforceable for any reason, such part shall be severable, and the remainder of this agreement shall remain in effect.

Governing Law and Venue:

This agreement shall be construed according to the laws of the state of Florida. Venue for any administrative or legal action arising under this agreement shall lie exclusively in St. Johns County, Florida.

Signatures below reflect the understanding of the roles and responsibilities contained within this agreement, and each party shall work to their best efforts to promote the spirit and intent of this collaboration to best serve our county's most vulnerable populations.

Healthy Families St. Johns

St. Johns County

Kymberly Cook Date
Executive Director
Children's Home Society, Buckner Division

Michael D. Wanchick Date
County Administrator
St. Johns County