

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

Blue Sheet No. 20030545

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Amendment 002 to contract #HJL13, as well as Amendment 002 to contract #HJL16 with the Florida Department of Children and Families. These amendments for Family Connection Center Grant #0689 Visitation and #0690 Parenting are to change dollar amounts, some language and match. *CA*

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

WHAT ACTION ACCOMPLISHES: Allows shifting of funding [from \$79,677.00 to \$93,237.00 (visitation 0689), \$27,320.00 to \$13,760.00 (parenting 0690)] and changes the amount of match funds for the FCC Grant 0689 from \$18,089.62 to \$21,059.25 and FCC Grant 0690, from \$ 6,830.00 to \$3440.00. Allows contract to include language of HIPAA and updates name and phone number for new contract manager.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C11A

3. MEETING DATE:

05-27-2003

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 meeting July 2, 2002, 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 as well as parent education. 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.

FCC will receive reimbursement for services through this grant from the Department of Children and Families for an original amount of \$79,677.00, not including the second contract for Parenting classes in conjunction with the visitation grant, for a grand total of \$106,997.00. We are asking for permission to move \$13,560.00 from Grant 0690(Parenting) to Grant 0689 (visitation) due to the overabundance of orders for visitation 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 actually decreases the amount of match required. The total match estimated from this years' budget forecast for FY 02/03 was \$24,919.62 and is now \$24,499.25. Language changes involve inclusion of HIPAA regulations and a new contract manager designee and contact number.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>M 5-5-03</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA <i>CA 5/6/03</i>	OM <i>5/8/03</i>	Risk <i>5/8/03</i>	GC <i>5/8/03</i>	<i>HS 5.8.03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *5/6/03*
Time: *9:00 am*
Forwarded To:
City Admin.
5-6-03 11:25

RECEIVED BY
COUNTY ADMIN. *CA*
5-6-03
11:45
COUNTY ADMIN.
FORWARDED TO:
5/8 SW



Jeb Bush
Governor

Jerry Regier
Secretary

Mike Murphy
District Administrator

April 21, 2003

Ray Judah, Board Chairman
Lee County Board of County Commissioner for
Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

Dear Mr. Judah:

Enclosed are three originals of amendment #002 to contract HJL13.

Please sign, date and return all three copies to me within 7 days of receipt off this letter. Once our District Administrator signs all copies, I will send you a fully executed copy.

Thank you for the services your agency provides to our community.

If you have any questions, please call me at 239-338-1582.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline B. Wood".

Jacqueline B. Wood
Senior Human Services Program Specialist

Enclosure

Copy to: Lorna Kibbey, Senior Management Analyst Supervisor
Contract File

District Eight • Fort Myers Service Center • P.O. Box 60177 • Fort Myers, Florida 33906-6177

The Department of Children & Families is committed to working in partnership with local communities to ensure safety, well-being and self-sufficiency for the people we serve.

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 Board of County Commissioners for Family Connections Center, hereinafter referred to as the "provider" amends Contract # HJL13.

The changes in this amendment are to:

- Increase funding

1. Standard Contract page 5, section II, A., Contract Amount line 1 is amended as follows:

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$93,237.00,

2. Standard Contract Page 5. Section I. add Y. as follows:

Y. Health Insurance Portability and Accountability Act.

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).

3. Standard Contract page 6, section III, D. 3. Line 3 is replaced as follows:

Jacqueline B. Wood

4. Standard Contract Page 6, section III, D. 3. Line 7 is replaced as follows:

(239) 338-1582

5. Attachment I, page 26, Section B., 6. add c. (1) through (10) as follows:

c. If required by 45 CFR Parts 160, 162, or 164:

(1) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law. [45 CFR 164.502(e)(2)(ii)]

(2) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(3) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.

(4) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, 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.

(5) The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(6) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(7) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(8) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(9) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(10) A violation or breach of any of these assurances shall constitute a material breach of this contract."

6. Attachment I, page 27, Section C., 1, Method of Payment line 4 is amended as follows:

\$93,237.00, subject to the availability of funds.

7. Attachment I, page 28, Section C. 5. line 1 is amended as follows:

The provider is required to provide a match of \$21,059.25 from a local

8. Attachment I, page 27, Section C.2.b. line 4 is amended as follows:

Of this contract for a total dollar amount not to exceed \$93,237.00

This amendment shall begin on April 1, 2003 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto 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 contract.

This amendment and all its attachments are hereby made a 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 Board of County
Commissioners for Family
Connection Center

STATE OF FLORIDA
DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED: _____

SIGNED: _____

NAME: Ray Judah

NAME: Mike Murphy

TITLE: Board Chairman

TITLE: District Administrator

DATE: _____

DATE: _____

FEDERAL ID NUMBER: VF65-0575098



Jeb Bush
Governor

Jerry Regier
Secretary

Mike Murphy
District Administrator

April 17, 2003

Ray Judah, Board Chairman
Lee County Board of County Commissioner for
Family Connection Center
3406 Palm Beach Boulevard
Fort Myers, Florida 33916

Dear Mr. Judah:

Enclosed are three originals of amendment #002 to contract HJL16.

Please sign, date and return all three copies to me within 7 days of receipt off this letter. Once our District Administrator signs all copies, I will send you a fully executed copy.

Thank you for the services your agency provides to our community.

If you have any questions, please call me at 239-338-1582.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jacqueline B. Wood".

Jacqueline B. Wood
Senior Human Services Program Specialist

Enclosure

Copy to: Lorna Kibbey, Senior Management Analyst Supervisor
Contract File

District Eight • Fort Myers Service Center • P.O. Box 60177 • Fort Myers, Florida 33906-6177

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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 Board of County Commissioners for Family Connections Center, hereinafter referred to as the “provider” amends Contract # HJL16.

The changes in this amendment are to:

- Decrease funding due to underutilization

1. Standard Contract page 5, section II, A., Contract Amount line 1 is amended as Follows:

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$13,760.00,

2. Standard Contract Page 5. Section I. add Y. as follows:

Y. Health Insurance Portability and Accountability Act.

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160,162, and 164).

3. Standard Contract page 6, section III, D. 3. Line 3 is replaced as follows:

Jacqueline B. Wood

4. Standard Contract Page 6, section III, D. 3. Line 7 is replaced as follows:

(239) 338-1582

5. Attachment I, page 11, Section A., 3. a. (2) is amended as follows:

(2) A minimum of 15 families will be served.

6. Attachment I, page 28, Section B., 6. add c. (1) through (10) as follows:

c. If required by 45 CFR Parts 160, 162, or 164:

(1) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law. [45 CFR 164.502(e)(2)(ii)]

(2) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(3) The Provider agrees to report to the Department any use or disclosure of the information not provider for by this contract or applicable law.

(4) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, 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.

(5) The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(6) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(7) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(8) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(9) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(10) A violation or breach of any of these assurances shall constitute a material breach of this contract."

7. Attachment I, page 29, Section C., Method of Payment paragraph 1.a line 4 is amended as follows:

\$13,760.00 subject to the availability of funds.

8. Attachment I, page 29, Section C, 1,b. table is amended as follows:

Service Units	Unit Price	Maximum # of Units
Parent Group Sessions 2.5 hour session	\$150.00	89.4
Child Group Sessions 1.5 hour session	\$90.00	0
Child Group Sessions 2.5 hour session	\$150.00	0
Home Visits 90 minutes	\$70.00	5

9. Attachment I, page 30, Section C, 3. b. Match line 1 is amended as follows:

The provider is required to provide a match of \$3,440.00 from a local source.

This amendment shall begin on April 1, 2003 or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto 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 contract.

This amendment and all its attachments are hereby made a 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 Board of County
Commissioners for Family
Connection Center

STATE OF FLORIDA
DEPARTMENT OF CHILDREN
AND FAMILIES

SIGNED: _____

SIGNED: _____

NAME: Ray Judah

NAME: Mike Murphy

TITLE: Board Chairman

TITLE: District Administrator

DATE: _____

DATE: _____

FEDERAL ID NUMBER: VF65-0575098