

2/23/2004

INTERAGENCY AGREEMENT

THIS Interagency Agreement is made and entered into by and between:

Department of Health, Child Protection Team,
hereinafter referred to as "CPT"
and
Family Matters of Nassau County
hereinafter referred to as "FMNC"

WHEREAS, FMNC is the contracted lead agency of the Department of Children and Families (DCF), State of Florida, responsible for the provision of child protective services to youth in Nassau County, Florida; and

WHEREAS, FMNC must fulfill its contractual agreement with the Department of Children and Families; and

WHEREAS, CPT is the program designated to supplement the child protective investigation activities of DCF or designated sheriff's offices by providing multidisciplinary assessment services to children and families involved in child abuse and neglect investigations.

WHEREAS, FMNC and CPT recognize that children who are in the child protective service system have been abused, abandoned or neglected by their parent(s), legal custodian or caregiver as defined in Chapter 39, Florida Statutes; and

WHEREAS, FMNC and CPT recognize that child abuse, abandonment and neglect is a multifaceted problem requiring a multidisciplinary response to protective investigations.

WHEREAS, FMNC and CPT agree to implement a process that will result in improved services to this "at-risk" group of youth in accordance with Chapter 39.303 Florida Statutes; and

WHEREAS, the purpose of this Interagency Agreement is to insure that appropriate and timely services are provided to abused and neglected youth referred to FMNC and CPT within the applicable provisions of Florida laws.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other considerations, the parties of this Interagency Agreement agree as follows:

ARTICLE 1 - RECITALS

- 1.01 **Recitals.** The Parties agree that the forgoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

- 2.01 **Services.** Upon acceptance of an appropriate referral, FMNC and CPT respectively will insure the provision of the necessary and required services as outlined in the Child Protection Team Program Policy and Procedure Handbook, dated October 1, 2001, and any updates thereof.
- 2.02 **Referrals.** Department of Children and Families' Child Protective Investigators and or designated sheriff's offices will be the agents of referral to CPT based upon specified mandatory criteria.
- 2.03 **Sharing of Information.** Each party agrees to share information with authorized personnel regarding children referred to CPT pursuant to this Agreement for case management/treatment purposes.
- 2.04 **Agency Collaboration.** FMNC and CPT representatives agree to meet on a quarterly basis or as requested to:
- a) Review rules, regulations, policies and practices as they impact on the "at risk" children and their families.
 - b) Make recommendations to the Executive Director of FMNC and the CPT Director regarding procedures, processes, guidelines and policies; and to
 - c) Provide for an ongoing communication linkage.
- 2.05 **Points of Contact.** Both parties to this agreement will designate individuals and telephone numbers as points of contact to share information, maintain routine contact and to resolve areas of conflict.
- 2.05 **Confidentiality.** FMNC and CPT agree to comply with all state and federal confidentiality requirements including, but not limited to Chapter 39, F.S., regarding child abuse and medical records and Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ARTICLE 3 – GENERAL CONDITIONS


- 3.01 **Amendments.** No modification or amendment in the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.
- 3.02 **Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party of its desire to terminate the Agreement.
- 3.03 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement and to bind and obligate said party with respect to all provisions contained in this Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




FLOYD L. VANZANT
Its: Chairman

ATTEST:

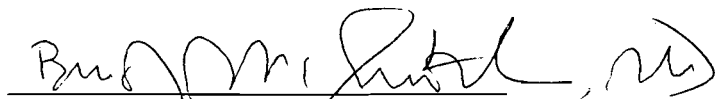


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN



JAY WHITWORTH, MD Bruce J. Mesutosh, M.D.
~~EXECUTIVE MEDICAL~~ DIRECTOR
CHILD PROTECTION TEAM