

2/23/2004

**MEMORANDUM OF UNDERSTANDING**

**THIS Memorandum of Understanding** is made and entered into by and between:

**NASSAU COUNTY SHERIFF'S OFFICE**  
hereinafter referred to as "NCSO"

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, to provide all post protective investigation services to youth in, Nassau County, Florida; and

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

**WHEREAS**, FMNC and NCSO recognize that children who are in the children's 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 NCSO recognize that children who are in the children's delinquency service system have been adjudicated delinquent for criminal acts against person and/or property as defined in Chapter 985, Florida Statutes; and

**WHEREAS**, FMNC and NCSO agree that due to the circumstances and disruption in the lives of children in the protective service system, they are "at-risk" and may require services, but not limited to, those defined in Chapter 39, Florida Statutes; and

**WHEREAS**, FMNC and NCSO agree to collaborate in a process that will result in improved services to this "at-risk" group of youth, and

**WHEREAS**, the purpose of this Memorandum of Understanding is to ensure that in the implementation of applicable provisions of Florida law, FMNC is the responsible agent for the Department of Children and Families and exercises general authority over all post protective investigation services, to include temporary out of home care, protective supervision and adoption services, in Nassau County, Florida.

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

1. **Dissemination of Memorandum of Understanding.** Each party agrees to disseminate this Memorandum of Understanding to appropriate personnel and provide assistance in the implementation of the requirements of the agreement.
2. **Agency Communication.** FMNC and NCSO representatives agree to meet, on a scheduled basis or as requested to:
  - a) review rules, regulations, policies and practices as they impact on the “at-risk” youth population and their families/caregivers.
  - b) make recommendations to the Executive Director of FMNC and the designated NCSO representative regarding procedures, processes, guidelines and policies; and to
  - c) provide for an ongoing communication linkage.
3. **Points of Contact.** Both parties to this agreement shall designate individuals and telephone numbers as points of contact to share information and to address areas of conflict.
4. **Compliance.** FMNC and its service providers shall comply with all FMNC/DCF Operating Procedures, Florida Administrative Codes and Florida Statutes while executing the conditions of the DCF contract to provide children’s protective services.
5. **Agency Collaboration.** Parties to this Memorandum agree to the following:

**FMNC or its designees:**

- a) make a missing child report as soon as the determination is made that a child is missing under exigent circumstances or make a missing child report, after all protocols are followed, within four (4) hours when a child is missing under non-exigent circumstances, in compliance with DCF/FMNC Operating Procedure 175-85, Prevention, Reporting and Services to Missing Children.
- b) provide all required demographic information regarding the child reported missing.
- c) immediately provide any new information received subsequent to the initial report of a missing child.
- d) provide local criminal background information to FMNC or its designees upon request for the purpose of background screening of prospective foster care families, family caregivers or employees.

**NCSO:**

- a) complete a missing person's report upon notification by FMNC or its designees, of a missing child.
- b) provide the missing person's CCR report number to the individual making the report.
- c) provide a copy of the missing person's report when requested to FMNC or its designee.
- d) provide local criminal background information to FMNC or its designees upon request for the purpose of background screening of prospective foster care families, family caregivers or employees.

6. **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.

7. **Termination.** This Memorandum of Understanding may be terminated by either party during the term hereof upon thirty (30) days notice to the other party.

8. **Indemnification Clause.** Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this Memorandum of Understanding and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

9. **Confidentiality.** FMNC and NCSO agree to comply with all state and federal confidentiality requirements that regulate each respective agency.

10. **Authority.** Each person signing this Memorandum of Understanding on behalf of either party individually warrants that he or she has full legal power to execute this Memorandum of Understanding and to bind and obligate said party with respect to all provisions contained herein.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

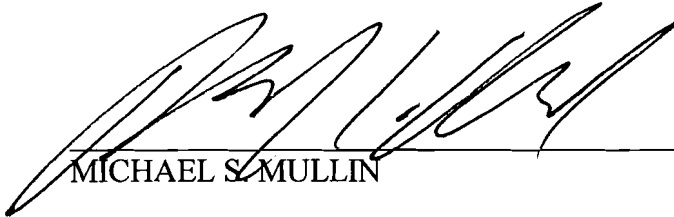
  
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FLOYD L. VANZANT  
Its: Chairman

ATTEST:

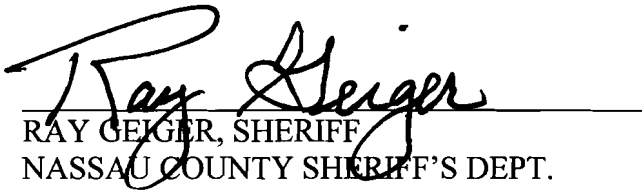


J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN



RAY GEIGER, SHERIFF  
NASSAU COUNTY SHERIFF'S DEPT.

2/23/2004

## INTERAGENCY AGREEMENT

**THIS Interagency agreement is made and entered into by and between:**

**DOH, Nassau CHD  
hereinafter referred to as "NCHD"**

**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, State of Florida, to provide all post protective investigation services to youth in, Nassau County, Florida; and

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

**WHEREAS**, FMNC and NCHD recognize that children who are in the children's 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 NCHD agree that due to the circumstances and disruption in the lives of children in the protective service system, they are "at risk" and may require medical services as defined in Chapter 391, Florida Statutes; and

**WHEREAS**, FMNC and NCHD agree to implement a process that will result in improved services to this "at risk" group of youth in accordance with Chapter 39 and 391, Florida Statutes; and

**WHEREAS**, the purpose of this Interagency Agreement is to ensure that in the implementation of applicable provisions of the Florida Statutes and Administrative Rules, FMNC is the responsible agent for the Department of Children and Families and exercises general authority over all post child protective investigation services in Nassau County, Florida.

**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 NCHD, respectively will provide, as resources allow, the necessary and required services as outlined in the Medical Foster Care Statewide Operational Plan dated August 2001.

**2.02 Referrals.** Department of Children and Families' Child Protective Investigators and FMNC will be the agents of referral to NCHD based upon specified mandatory criteria.

**2.03 Sharing of Information.** Each party agrees to share information with authorized personnel regarding children referred to NCHD pursuant to this Agreement for case management/core care purposes and upon receipt of a properly signed authorization form.

**2.04 Seventy-two hours Medical Examination.** The NCHD agrees to provide backup assistance to FMNC in meeting the requirement that all children, removed from their homes, be given a medical examination within seventy-two hours of removal. FMNC agrees to request this examination from private practitioners as a first step, and will only call upon the NCHD if others are not available.

**2.05 Agency Collaboration.** FMNC and NCHD representatives agree to meet on a quarterly basis, or as requested to:

- a. review rules, regulation, policies and practices, as they impact "at risk" children and their families.
- b. recommend to the Executive Director of FMNC and the Medical Director regarding procedures, processes, guidelines and policies; and to
- c. provide for an ongoing communication linkage.

**2.06 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.

**2.07 Confidentiality.** FMNC and NCHD shall comply with all confidentiality requirements pursuant to Chapters 39 and 391, F.S., regarding child abuse and medical records and Title II Subtitle F. Section 261.264 of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Public Law 104-191, Titled "Administrative Simplification".


## **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 cancelled by either party during the term hereof, 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.

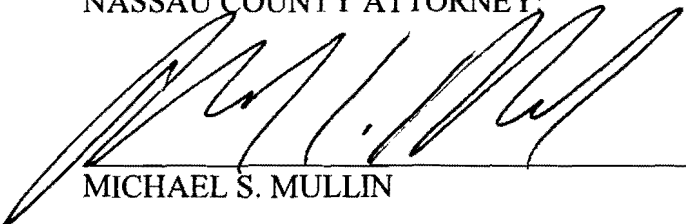
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

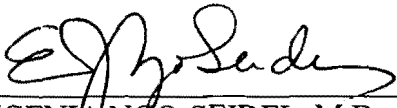
  
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FLOYD L. VANZANT  
Its: Chairman

ATTEST:

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

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

  
\_\_\_\_\_  
EUGENIA NGO-SEIDEL, M.D., DIRECTOR  
NASSAU COUNTY HEALTH DEPARTMENT

**received**  
12-13-06

2/23/2004

## MEMORANDUM OF UNDERSTANDING VOLUNTARY PROTECTIVE SERVICES

Family Matters of Nassau County  
And  
Department of Children and Families

### Definition:

Voluntary Protective Services consists of protective supervision the family has consented to, with the understanding that court action can be taken if the family fails to cooperate with the requirements of the supervision.

### Purpose:

The purpose of Voluntary Protective Services (VPS) is to ensure protection of children who have been abused or neglected by their parents while allowing them to reside in their own home. A service case may not be opened if service referrals are needed but ongoing supervision is not necessary.

### Process:

In all cases where a determination to refer for Voluntary Protective Services has been made by a Protective Investigator (in consultation with their Supervisor) the recommendation for VPS must be approved at the Program Administrator level before a referral is made for an Initial Case Conferencing Staffing.

### Criteria:

Criteria that should be considered when determining the advisability of VPS;

- Age of the child
- Number of priors
- Seriousness of the allegation
- Cooperativeness of the family



VPS can be considered for any child where a determination has been made that VPS is the best means to ensure the protection of the child while allowing them to remain in their home.

- Sheltered
- Non-sheltered
- Legal sufficiency
- No legal sufficiency

**In-Home Cases:**

The Case Conference Staffing is the vehicle through which agreement on a recommendation for VPS must be accomplished. All Case Conference staffings for which VPS is being considered (and the child remains at home) must be referred to Family Matters of Nassau County for case assignment.

The Case Conference Staffing must be conducted within the standard five-day time frame post investigation and include Child Welfare Legal Services (CWLS), Protective Investigator (PI), the Family Service Counselor (FSC II) and respective Supervisors. A determination will be made at the staffing regarding legal sufficiency and the FSC II will accept the case for additional assessment.

The FSC II will make a home visit within five days, and begin the ongoing assessment process. If the case does not screen as high risk, the FSC II will discuss and complete the VPS agreement with all involved parties.

Upon completion of the VPS agreement, the Assessment Team (FSC I, FSC II, Family Support Worker) will begin meeting weekly to discuss family dynamics and complete a case plan. The case plan and assessment materials will be forwarded to the CPI and CWLS within 30 days of the Initial Case Conference.

**Disputes and Problems:**

If there is a disagreement between the participants in the Case Conference Staffing (regarding the initiation of VPS), or should the case be assessed high risk by FSC, then FSC must inform the Program Administrator and PI of the issues within two business days from the date of the assessment in order to reach agreement as to appropriate action.

If after five business days the Program Administrator is unable to come to an agreement and there is still an impasse regarding the VPS decision, then the Family Matters Executive Director will make a determination as to the action to be taken.

All determinations regarding VPS must be resolved within ten business days of the Case Conference Staffing.

**Out of Home Cases:**

In cases where a child is sheltered away from the home, an Initial Case Conference will be held within five days of removal and shall include the CPI, CWLS and FSC II.

Following the Case Conference Staffing, the FSC II will have five working days to meet with the child and family. At the initial face-to-face meeting, the Assessment Team begins addressing the needs and strengths of the family. The risk assessment, child strengths and needs assessment and family strengths and needs assessment will be adapted to suit FMNC.

If the risk to the family is assessed as low or moderate, then FSC II should explore the possibility of entering into a VPS agreement with the family as well as recommending the child(ren) return home. If the family is cooperative, the FSC II should advise the family of the intention to seek agreement from their Supervisor, the PI, PI Supervisor and CWLS.

The FSC II, along with their Supervisor, would re-staff with all parties within two business days of the assessment to recommend such action. If all parties are in agreement, the counselor would have the Voluntary Services Agreement signed by the parent and would furnish the VPS agreement to CWLS in order for a recommendation to be made (to the court) to withdraw the Dependency petition. The Assessment Team will meet weekly with the family to develop a case plan to be completed within thirty days of the VPS Agreement.

**Case Closure:**

If at any time during a VPS case there is increased risk to the child, and/or the family does not make progress or comply with the case plan, the case must be immediately staffed with the FSC II and FMNC Supervisor to determine whether court ordered services are necessary.

If court ordered services are recommended, in concurrence with the Supervisor, within five business days the case would be staffed with CWLS, the PI and PI Supervisor. The staffing will determine legal sufficiency to file a dependency petition. When there is not legal sufficiency and the family requests services to be terminated the case must be closed.

If there is a disagreement between the FMNC Supervisor and CWLS as to filing a petition, the Executive Director and Managing Attorney will make the final decision.

In all cases where a legal staffing is held, the CWLS Attorney must provide written documentation regarding a legal determination, recommendation and reasons for the determination.

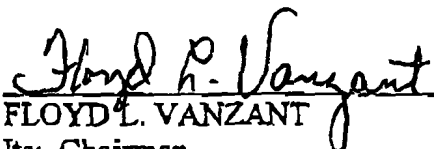
When the FSC II and FMNC Supervisor agree that the case plan has been achieved and/or services are no longer needed, then FSC II will provide written notification to the FMNC Executive Director after which concurrence will be sought from the Department of Children and Families Program Manager.

**Effective Date:**

This agreement will become effective on the date it is signed and remain in force and effect until terminated by either party. The agreement will be reviewed at least annually or when requested by either party for correction or adjustment. Any amendments or changes must be signed by both parties to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this four (4) page Memorandum of Understanding.

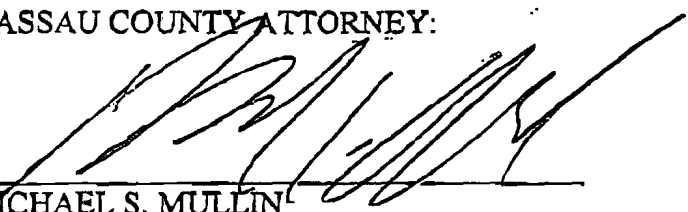
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Its: Chairman

ATTEST:

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

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



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MICHAEL S. MULLIN

*Nancy Dreicer*

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NANCY DREICER, DISTRICT ADMINISTRATOR  
DEPART. OF CHILDREN AND FAMILIES

86004 Christian Way  
Yulee, FL 32097  
Phone: 904-548-4850  
FAX: 904-225-5908

**FAMILY MATTERS  
OF NASSAU  
COUNTY**

# Fax

**To:** Joyce **From:** Karen Hurbean

**Fax:** 548-4669 **Pages:** (INCLUDES COVER SHEET)

**Phone:** \_\_\_\_\_ **Date:** 12/13/06

**Re:** \_\_\_\_\_ **CC:** \_\_\_\_\_

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments:**

*DCF found one agreement  
and faxed to me. Will  
this do for your files.*

**CONFIDENTIALITY STATEMENT:**

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