

State of Florida
Department of Children and Families

Charlie Crist
Governor

George H. Sheldon
Secretary

DATE: April 16, 2010

TO: Regional Directors

FROM: Pete Digre, Assistant Secretary for Operations
David L. Farbanks, Assistant Secretary for Programs

THROUGH: Alan Abramowitz, State Director, Office of Family Safety

SUBJECT: Updated Florida Local Advocacy Council (FLAC) Notification Form Available
ACTION REQUIRED: Disseminate to Child Protection Staff
DUE DATE: Effective Immediately

PURPOSE: The purpose of this memorandum is to direct child protective investigation staff to begin using the recently revised notification form to notify their local FLAC office of an initial report and final determination of institutional child abuse, abandonment, or neglect.

BACKGROUND: Section 39.302(4), F.S., reads, "the department shall notify the Florida local advocacy council in the appropriate district (Circuit) of the department as to every report of institutional child abuse, abandonment, or neglect in the district (Circuit) in which a client of the department is alleged or shown to have been abused, abandoned, or neglected, which notification shall be made within 48 hours after the department commences its investigation".

The agreement entered between the Statewide Advocacy Council (SAC), Local Advocacy Council (LAC) and the Department (agreement attached) necessitated an update to the Child Abuse Report to FLAC (Florida Local Advocacy Council) form. Child protection staff complete this form to notify their local FLAC office of an investigation commencement. The updated form, Form CF-FSP 5342 "Child Abuse Report to FLAC," is available on DCF forms at:
<http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx>.

Please note that the interagency agreement also requires that Department employees provide timely notification of the final determinations (findings) upon completion of the investigation.

ACTION REQUIRED: Please disseminate this guidance to all child protection staff.

CONTACT INFORMATION: For additional information please contact Chris Compton at (850) 443 6646 or via email at chris_compton@dcf.state.fl.us.

cc: Sheriff's Offices
John Jackson, Assistant General Counsel

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

INTERAGENCY AGREEMENT

STATEWIDE ADVOCACY COUNCIL ("SAC") LOCAL ADVOCACY COUNCIL ("LAC")

WITH

DEPARTMENT OF CHILDREN AND FAMILY SERVICES ("DCF")

This agreement has been entered into for purposes of implementing the provisions of sections 402.164 through 402.167, Florida Statutes, 2007, and to permit disclosure of authorized client records by the Department of Children and Families ("DCF") to the Statewide Advocacy Council and Local Advocacy Councils ("SAC/LAC"), whereby the SAC/LAC may monitor services and investigate claims in order to safeguard the health, safety and welfare of consumers of services provided by DCF.

This Agreement shall be effective upon the date of execution by the parties, and is subject to renewal annually by formal execution of the parties, unless otherwise terminated by the parties prior to that date. Neither party shall unilaterally terminate this agreement due to an issue over access to records without first attempting to resolve the issue through the dispute resolution process contained in this agreement.

By entering into this agreement, DCF and the SAC/LAC agree to the following:

DESIGNATED POINTS OF CONTACT/PRESENCE AT LAC MEETINGS

The SAC Executive Director, or his/her designee, shall serve as the administrative point of contact for any issues involving this Agreement.

Within 30 days of the effective date of this agreement, the Secretary of DCF shall designate one or more employees located at DCF Headquarters to serve as administrative point(s) of contact for any issues involving this Agreement.

Within 30 days of the effective date of this agreement, SAC/LAC shall designate SAC staff members within the various LAC Service Areas that will serve as points of contact for record access or monitoring issues that arise within those service areas during the course of their investigations. The designated points of contact will notify the SAC Executive Director, or designee, regarding any record access or monitoring issues.

Within 30 days of the effective date of this agreement, DCF shall designate employees within the various DCF Circuits that will serve as points of contact for record access or monitoring issues that arise within those circuits during the course of SAC/LAC investigations. The designated points of contact will notify the DCF administrative point(s) of contact regarding any record access or monitoring issues.

SAC/LAC shall timely inform DCF of any changes regarding individuals designated as SAC/LAC points of contact, and DCF shall timely inform SAC/LAC of any changes regarding employees designated as DCF points of contact.

SAC/LAC will immediately inform DCF through the designated points of contact of any changes in council membership.

SAC/LAC will timely notify the designated DCF points of contact regarding the time and place of all LAC meetings. SAC/LAC, through the DCF designated points of contact, may request DCF attendance and participation at any SAC/LAC meeting.

ACCESS TO RECORDS

The parties mutually agree that DCF shall retain all ownership rights to the records and data referred to in this Agreement, and that disclosure or release of such data to the SAC/LAC for purposes of complying with this Agreement shall not diminish or change such ownership rights.

The Department shall disclose and the SAC/LAC shall have access to Medicaid, personal health information, or other confidential information as is necessary for the SAC/LAC to undertake the responsibilities as set forth in Florida Statutes 402.164 – 402.167.

Any request by SAC/LAC for records or data involving individuals who are or have been receiving services from DCF will comply with SAC/LAC procedures and will adhere to applicable State and Federal laws and regulations. When laws and regulations require the SAC/LAC to obtain a written release for access to confidential client information, DCF will assist SAC/LAC in obtaining the necessary release to the degree allowed by applicable state and federal laws and regulations.

When requesting records from DCF, SAC/LAC shall inform the Department of the following:

- (A) The nature of the complaint.
- (B) The source of the complaint upon which access is based (Local Advocacy Council Hotline, Governor's complaint, or SAC/LAC Committee).

NOTIFICATION OF REPORTS OF ABUSE

SAC/LAC will receive notification of institutional abuse and neglect reports received by DCF regarding both children and adults. SAC/LAC will receive notification when DCF initially receives reports of abuse and neglect as well as timely notification of the final determinations (findings) once the investigation into the alleged abuse or neglect has been completed.

When providing the notifications to the SAC/LAC, DCF employees will use specified forms developed jointly by SAC/LAC and DCF (Attached). In order to give sufficient information for SAC/LAC to determine whether or not to open an investigation, ALL information requested in the forms must be provided.

In order to ensure SAC/LAC continues to receive notifications of child and adult institutional abuse reports in the most timely and efficient manner, representatives of SAC/LAC, as designated by the SAC Executive Director, and DCF, as designated by the Secretary of DCF, will meet 6 months from the effective date of this agreement to explore possible options for improving the notification process. Possible options to explore include, but are not limited to, SAC/LAC receiving automatic notification from DCF's existing child protection computer system (FSFN), as well as the possibility that specified SAC/LAC employees be given direct access to DCF's system.

TRAINING

SAC/LAC shall ensure that members and staff are trained prior to any investigation or monitoring activity. Aspects of the training will include the following:

- (A) state and federal confidentiality requirements;
- (B) the rights and responsibilities of DCF consumers and providers monitored by the various LAC councils;
- (C) the requirements of this Interagency agreement.

SAC/LAC shall ensure that members and staff sign the State confidentiality agreement once initial training on state and federal confidentiality requirements has been completed.

DCF shall ensure that DCF employees and providers are informed of the following:

- (A) the existence of and the role played by the SAC/LAC in protecting the rights of DCF consumers;
- (B) the requirements of this interagency agreement;

At any time after the effective date of this agreement, the parties may work together on the training requirements included in this agreement. In addition, 6 months from the effective date of this agreement, representatives of SAC/LAC, as designated by the SAC Executive Director, and DCF, as designated by the Secretary of DCF, shall jointly review all aspects of training required by this agreement in order to create and provide updated training for SAC/LAC members and DCF employees. The updated training will include any new developments in confidentiality requirements, any possible improvements in the institutional abuse and neglect notification process, and any other existing issues regarding the effective operation of this Interagency Agreement.

SAC/LAC INVESTIGATIONS AND NOTIFICATION OF FINDINGS/RECOMMENDATIONS

SAC/LAC shall notify the Agency of findings and recommendations within thirty days of the closing of any investigation or monitoring activity.

DISPUTE RESOLUTION PROCESS

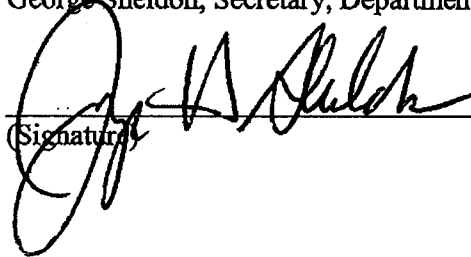
SAC/LAC and DCF agree to attempt to resolve any disputes concerning this agreement, its terms and provisions at the DCF circuit level. Disputes regarding this agreement shall initially be referred to the DCF Circuit point of contact, and the LAC Service Area point of contact where the dispute arises. If the issue remains unresolved at this level, the issue will be referred to the SAC Executive Director, or his/her designee, and the designated administrative point of contact at DCF Headquarters, for discussion and attempted resolution. If the matter remains unresolved, it shall be referred to the Health and Human Services Coordinator for the Governor's Office of Policy and Budget for resolution.

SAC/LAC and DCF agree that petitioning of a court to resolve any dispute over access to information shall only be as of last resort and only after all other possible means of resolving the dispute have been attempted. SAC/LAC and DCF agree that any petition of the courts by SAC/LAC regarding access to information held by DCF shall require notification and an opportunity for DCF to be heard by the court. SAC/LAC agree to copy any petition to the courts on the DCF administrative point of contact as well as the DCF Circuit point of contact where the dispute arises. SAC/LAC and DCF agree that the Circuit Court of the Second Judicial District in and for Leon County, Florida, will have exclusive jurisdiction for any litigation arising out of or relating to this agreement.

By signing this agreement all parties agree to abide by all the provisions set forth in this Agreement.

On behalf of the Department, the undersigned individually hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

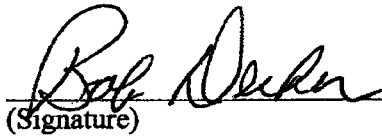
George Sheldon, Secretary, Department of Children and Families



(Signature) 5/4/09
(Date)

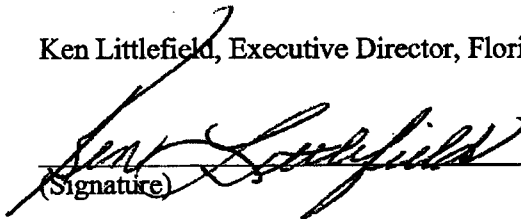
On behalf of the SAC/LAC, the undersigned hereby attest(s) that he/she/they are authorized to enter into this Agreement and agree to all the terms specified herein.

Bob Decker, Chair, Florida Statewide Advocacy Council



(Signature) 4-16-09
(Date)

Ken Littlefield, Executive Director, Florida Statewide Advocacy Council



(Signature) 4/20/09
(Date)

FLORIDA LOCAL ADVOCACY COUNCIL DEPARTMENT OF CHILDREN AND FAMILIES



Date: **URGENT** ABUSE NOTIFICATION - CHILD

To: Florida Local Advocacy Council
Bryan Morgan
bryan.morgan@myflorida.gov
400 W. Robinson Street, N301
Orlando, FL 32801
(407) 245-0965
(407) 245-0970 (fax)

From:

The Local Advocacy Councils must be notified within **48 hours** if:

- A child is a current Department (DCF or APD) client or receiving child care (s 402.302, FS) and an investigation has been or will be commenced, and
- Abuse was alleged to be caused by an employee or other person at an institution, such as : School, Day Care Center, Residential Home, Facility, Institution or Foster Home

If either of these conditions does not exist, **DO NOT** submit a report.

E-mail this form to the Local Advocacy Council Regional Office listed above.

Abuse Report Number:	
Initial or Final Report:	
Date Commenced:	
Birth Date	

Name of Abused	Location/Address (Facility Name/Type, Last Name of Foster Home)
Allegation(s) 	
Narrative 	
Indicators (Final), Date Closed 	

FLORIDA LOCAL ADVOCACY COUNCIL DEPARTMENT OF CHILDREN AND FAMILIES



Date: **URGENT** ABUSE NOTIFICATION - ADULT

To: Florida Local Advocacy Council
Bryan Morgan
bryan.morgan@myflorida.gov
400 W. Robinson Street, N301
Orlando, FL 32801
(407) 245-0965
(407) 245-0970 (fax)

From:

The Local Advocacy Councils must be notified within **24 hours** if:

- Alleged abuse, neglect or exploitation (not self-inflicted), perpetrated by a second party has occurred.
- If adult victim is under the age of 60. (If victim is over the age of 60, contact the LTCO).

If either of these conditions does not exist, **DO NOT** submit a report.

E-mail this form to the Local Advocacy Council Regional Office listed above.

Abuse Report Number:	
Initial or Final Report:	
Date Commenced:	
Birth Date:	

Name of Abused	Location/Address (Facility Name/Type, Last Name of Group Home)
Allegation(s) 	
Narrative 	
Indicators (Final), Date Closed 	