

Amendment #005
Interagency Agreement with the
Florida Department of Children and Families

This amendment, entered into between Manatee County Government (MCG) (hereinafter referred to as "the Agency") and the Florida Department of Children and Families (hereinafter referred to as "the Department"), revises the Interagency Agreement to update the annual payment amount and service description on Page 5 (Attachment A) as follows:

Section I. a), *Annual Amount*, is hereby deleted in its entirety and replaced with the following:

a) Annual Amount:

The annual amount of this agreement will not exceed \$81,134.00 for Title IV-E Waiver Services, starting on October 1, 2011 and until revised through an amendment or the agreement is terminated.

This amendment shall begin on October 1, 2011 or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the Interagency Agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the Interagency Agreement. In Witness Thereof, the parties hereto have caused this 1-page amendment to be executed by their duly authorized officials.

COUNTY OF MANATEE, FLORIDA
By and through its
Board of County Commissioners

By: _____
CHAIRMAN

Date of Execution: 11/8/11

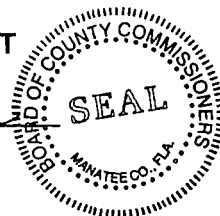
**FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES**

By: Mike Carroll
MIKE CARROLL, REGIONAL DIRECTOR

Date of Execution: 9/28/11

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

By: Susan Korneu
DEPUTY CLERK



MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Interagency Agreement with the Department of Children and Families	TYPE AGENDA ITEM	Consent
DATE REQUESTED	November 8, 2011	DATE SUBMITTED/REVISED	October 28, 2011
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Delay in Agreement/ Contract Execution
DEPARTMENT/DIVISION	Community Services Human Services	AUTHORIZED BY TITLE	Brenda G. Rogers, Director <i>Brenda G. Rogers</i>
CONTACT PERSON TELEPHONE/EXTENSION	Michael Neuges/Susan Ford Ext. 3030	PRESENTER/TITLE TELEPHONE/EXTENSION	Brenda G. Rogers, <i>10/28/11</i> Ext. 3030
ADMINISTRATIVE APPROVAL		<i>J. H. C.</i>	

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for the Chairman to execute Amendment #5 to the Interagency Agreement with the Florida Department of Children and Families to access Title IV-E Federal fund reimbursement for the period of October 1, 2011 to September 30, 2012.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Specific authority 39.0121 (7) FS: Law Implemented 409.017 FS, and Administrative Rule 65C-19

BACKGROUND/DISCUSSION

Continued On Page 2.

APPROVED IN OPEN SESSION

COUNTY ATTORNEY REVIEW

NOV 08 2011

Check appropriate box		BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)	
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)	
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)	
<input checked="" type="checkbox"/>	OTHER - Amendment and original agreement reviewed by Deputy County Attorney (MS) with email comments attached	
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:
Email from Deputy County Attorney (MS) dated 9/22/10 Interagency Agreement with DCF Amendment #5 (2 Copies)		One original of DCF Amendment #5 for Board Records, One original for Community Services/Department of Children and Families <i>Seth 11/10/11</i>
COST:	N/A	SOURCE (ACCT # & NAME): 1040000000331621 Title IV-E Foster Care
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)

Background /Discussion

- In 2000, Florida Department of Children and Families representatives met with County representatives to discuss details of obtaining matching funds available through an Interagency Agreement. Title IV-E local match is a process where counties receive Federal reimbursement for expenditures of locally appropriated dollars for foster care-related expenditures.
- On May 29, 2002, the Board of County Commissioners approved and the Chairman signed the first Interagency Agreement between the Florida Department of Children and Families and Manatee County Government.
- The County made monthly/quarterly claims for the Title IV-E funds since the execution of the initial Interagency Agreement through the end of the 06/07 Fiscal Year as allowed.
- In October 2006 the State of Florida was approved for a foster care waiver allowing the State to access more Federal funds with less reimbursement restrictions than in the initial Interagency Agreement.
- The current Interagency Agreement executed on 4/24/07, attached hereto, replaced the 2002 Interagency Agreement and allows Manatee County to access a set amount of funds per fiscal year for reimbursement of child welfare services paid from County funds with annual increases for five years.
- Amendment #1 to the Interagency Agreement, was executed on 09/25/07, increasing the amount of funds available for reimbursement for Fiscal Year 07/08.
- Amendment #2 to the Interagency Agreement, was executed on 11/18/08, increasing the amount of funds available for reimbursement for Fiscal Year 08/09.
- Amendment #3 to the Interagency Agreement, was executed on 11/17/09, increasing the amount of funds available for reimbursement for Fiscal Year 09/10.
- Amendment #4 to the Interagency Agreement was executed on 10/07/10, increasing the amount of funds available for reimbursement for Fiscal Year 10/11.
- Amendment #5 to the Interagency Agreement is needed at this time to allow Manatee County to continue to claim reimbursement through September 30, 2012 at an increased cap of \$81,134.



**Amendment #004 to Interagency Agreement with Florida DCF
RLS-10-287**

Maureen Sikora to: Michael Neuges, Susan Ford
Cc: Brenda Rogers, Marianne Lopata, Karen Windon, Ed Hunzeker,
Tedd Williams

09/22/2010 02:05 PM

History: This message has been replied to.

This e-mail is to confirm our telephone conversation on Thursday afternoon, September 16, 2010, regarding the above-referenced Amendment. This document revises Attachment A to the Interagency Agreement executed in 2007 by increasing the annual amount and funding additional positions under the service description for Manatee Children's Services. My comments relating to Amendment #004 are listed below.

The text at the beginning of the second bullet point must be revised by deleting the second a) to read as follows:

Section I.a) 1. *Service Description, b) Manatee Children's Services*, is hereby deleted in its entirety and replaced with the following:

The revised provision should be incorporated into Amendment #004 for approval by the Board of County Commissioners. The signed Amendment may be forwarded to the Department of Children and Families for execution.

Since the proposed Amendment modifies the services described in Attachment A, I asked about the effect of such revision on the Claim Submittal Form attached as Attachment B to the Interagency Agreement. During our telephone conversation, you informed me that Attachment B consisted of a sample form which is completed with the correct information when Manatee County submits a claim for costs associated with the services delivered on a monthly basis. Therefore, Attachment B does not require any amendments at this time.

My review of the Interagency Agreement raised an additional issue. Section 7.g) lists the names and titles of the persons designated by both parties for receiving notices of termination. The name of the person for the Agency is the former Director of the Manatee County Community Services Department. This section should be amended to insert the name of the new Director or to delete the name and use only the title. As an alternative to revising the Agreement, Manatee County may provide written notice to the Florida Department of Children and Families as specified in Section 7.g) identifying the name of the new Director for purposes of notice.

The documents furnished with the Request for Legal Services included a copy of Manatee County Resolution R-02-133 authorizing submission and acceptance of an interagency agreement with the Florida Department of Children and Families. This resolution was adopted on May 28, 2002, at the time Manatee County entered into a previous Interagency Agreement with DCF. That Agreement was subsequently replaced in 2007 by the Interagency Agreement currently in effect, as amended by Amendments #001, #002 and #003. Due to substantial differences between the two Agreements, Resolution R-02-133 does not appear applicable to the existing Interagency Agreement.

**Interagency Agreement
with the
Florida Department of Children and Families**

This Interagency Agreement is entered into between Manatee County Government (MCG) (hereinafter referred to as "the Agency") and the Florida Department of Children and Families (hereinafter referred to as "the Department") pursuant to Section 409.017, F.S.

1. Purpose: This agreement will allow the Agency to submit claims to the Department for services that are consistent with the Social Security Act, Sections 473 and 474, including:
 - a) Eligible services under the Title IV-E Waiver Authority Final Awarded Terms and Conditions, dated April 3, 2006 (hereafter referred to as "Waiver") up to the amount specified in Attachment A, Description of Services.
 - b) Eligible services under Title IV-E Adoption Assistance as defined by Social Security Act, Section 473, up to the amount specified in Attachment A, Description of Services.
2. Certification of match: The Agency shall certify that the expenditures were made from public funds (45 CFR 235.66) and agrees to maintain documentation, such as invoices and billing receipts, of the amount of the expenditures and that these funds were not used to match any other Federal grant.
3. Departmental responsibilities:
 - a) The Department shall provide the technical assistance necessary for the Agency to file claims with the Department for reimbursement under Title IV-E of the Social Security Act and the Waiver.
 - b) The Department shall submit to the federal government the ACF-IV-E-1 federal report for administration of the Title IV-E program for the purpose of receiving federal reimbursement for eligible expenditures made and claimed by the Agency. The Department's obligation to reimburse local agencies under this agreement is subject to and contingent upon the Department's receipt of the federal reimbursement.
 - c) The Department shall communicate to the Agency in a timely manner any changes in State or Federal policy that will require an adjustment of this Agreement.
 - d) The Department agrees to amend this agreement with additional services or a modification of services provided as appropriate.
4. Agency claim submission documentation responsibilities:
 - a) The Agency shall make claims for costs associated with the delivery of eligible services included in Attachment A, Description of Services.

- b) The Agency shall ensure that all costs claimed through the Department are supported by documentation that will include copies of paid invoices, payroll records, time studies and approved methods for application of direct and directly allocated costs in accordance with Attachment A, Description of Services. The Agency shall further ensure that all claims are based on actual costs incurred.
- c) The Agency shall submit a claim to the Department on a monthly basis by the 45th day following the month of service. The Department retains the right to reject any claims submitted 60 days after the month of service. A one-time exception to this requirement will be made due to the execution date of this agreement occurring after October 1, 2006. Invoices that would have been eligible for submission based on an October 1, 2006 execution date may be submitted within 30 days of the actual execution date of this agreement. The execution date will be the date that the agreement is signed and dated by both the Department and the Agency.
- d) The Agency shall use the Department's approved claim format attached to this Agreement (Attachment B, Claim Submission Form) as the claiming document. Attachment B shall be completed and signed by an authorized employee of the Agency.
- e) Monthly Eligibility Rates for Adoption Assistance may be obtained by contacting the local contract manager listed in item 7 g) of this agreement.

5. Mutual responsibilities:

- a) The Department and the Agency understand and agree to fully comply with Section 409.017, F.S., Chapter 65C-19, Florida Administrative Code, OMB Circulars A-87 and A-122, 45 CFR 74.81, Policy Announcement ACYF-CB-PA-97-01, and the Waiver.
- b) The Department and the Agency shall each maintain adequate and separate accounting records. Both parties shall permit audit and/or examination of all such records, procedures and accounts at any reasonable time by authorized personnel of the U.S. Department of Health and Human Services or other pertinent Federal agencies and authorized personnel of the Agency, the Department, the State Auditor General and other appropriate State entities. Personnel of such entities shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items, which are pertinent to the performance or payment under this Agreement, in order to audit, examine, or make excerpts of such records.
- c) The Department and the Agency understand and agree that payment and satisfaction of reimbursement under this Agreement will be from Federal funds and that any false claims, false statements, false documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws. The Department and the Agency also agree to retain for six years (or longer if under audit) such records as are necessary to fully disclose the extent of activities provided to individuals under the Title IV-E State Plan and pursuant to the Waiver. The Department and the Agency also agree to furnish upon request all information regarding any reimbursement claimed for providing such activities.

- d) The Department and the Agency agree to safeguard and hold confidential client case record information required under any Federal or State statute, including Section 471 (a)(8) of the Social Security Act [42 USC §671(a)(8)].

6. Disallowance:

- a) If, during the term of this Agreement or afterward, the federal government declares a disallowance of federal funds or a deferral of federal payments and withholds funds from the Department because of a failure of the Agency to comply with the provisions of this Agreement, the Agency shall be liable to the Department for such monetary disallowance, which will be adjusted in the next claim. If there is no further claim the Agency shall, within 45 days from the department's request, compensate the Department in the amount equal to the disallowance less any administrative costs.
- b) In any disallowance or deferral action by the federal government, should the Agency decide to contest such action with the Department's consent, the Agency shall be responsible for all legal fees and costs associated with the defense against the disallowance action. The Department shall cooperate with the Agency in the defense of such actions by making available Department staff to provide technical assistance to the Agency in preparing and prosecuting the Agency's defense, but the Department assumes no other liability for the defense of the disallowance.

7. Terms and conditions:

- a) This Agreement shall become effective October 1, 2006 and shall be automatically renewed annually on October 1st, unless either party provides written notification of termination in the manner set forth herein, a minimum of thirty (30) days prior to the annual renewal date.
- b) The Department will consider all requests to modify the InterAgency Agreement between each annual renewal date.
- c) The Department and Agency understand and agree that participation in the Title IV-E reimbursement program requires that this Agreement be fully executed prior to submission of any IV-E claims for reimbursement.
- d) Retroactive claims are allowed for Adoption Assistance. These claims may cover the period up to eight quarters back from the date of initial submission of a claim pertaining to this agreement. For example, if the first claim is submitted for February 2007, claims may also be submitted for January 2005 through January 2007.
- e) Either party may terminate this Agreement by serving a minimum thirty (30) days written notice to the other party. In order to assist the Agency in transitioning, the Department will agree to extend this time frame, upon request by the Agency, whenever possible this InterAgency Agreement shall only be modified by written agreement signed by all parties. Any such modification shall be effective as of the date of such written agreement.

- f) The Agency agrees to submit claims to the Department for eligible services in accordance with the limits set forth in Attachment A, Description of Services.
- g) Whenever either party desires to give notice of termination to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified by the receiving party below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for giving notice in this section. For the present, the Department and Agency designate the following:

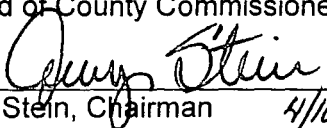
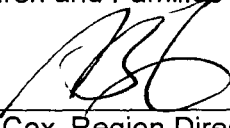
The persons and addresses designated by the parties for receiving any notices of termination are:

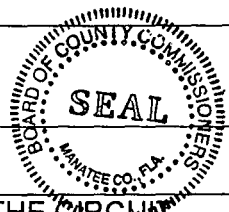
For the Agency:
 Frederick J. Loveland, Director Community Services Department
 Manatee County Government
 P.O. Box 1000, Bradenton, FL 34206

For the Department (District/Region)
 Grant Agreement Coordinator
 Kimberly Kutch, Operations Manager
 303 13th Ave. East Bradenton, FL 34208

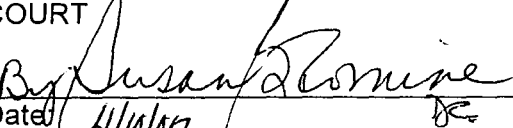
8. Liability: Nothing herein shall be construed as creating any additional right or cause of action by any third party against the Agency or any of its officers, agents and employees for any injury or harm incurred as a result of or in connection with Title IV -E of the Social Security Act.

In Witness Whereof, the parties cause this INTERAGENCY AGREEMENT to be executed by their duly authorized officials.

COUNTY OF MANATEE, FLORIDA by and through its Board of County Commissioners	Florida Department of Children and Families
By:  Amy Stein, Chairman	By:  Nick Cox, Region Director
By: _____ _____ _____	By: _____ _____ Signature



ATTEST: R.B. Shore CLERK OF THE CIRCUIT COURT

By: 
 Date: 4/10/07

Date: _____

Attachment A
Description of Services

I. Title IV-E Waiver Services

a) Annual Amount:

The annual amount of this agreement will not exceed \$69,989.00 from October 1, 2006 through September 30, 2007 for Title IV-E Waiver Services.

1. Service Description:

a) Manatee County Citizens Review

Two Full Time Equivalent (FTE) positions via contract with Manatee County Citizen's Review. Both FTE's time is 100% dedicated to preparation for and participation in judicial determinations; and

b) Manatee Children's Services

One Full Time Equivalent (FTE) Counselor position at the Emergency Foster Care Shelter via contract with Manatee Children's Services. This FTE's time is 100% dedicated to counseling the residents of the Emergency Foster Care Shelter.

c) Allowable Cost:

Allowable costs include all program costs outlined in the MCG contracts with Manatee County Citizen's Review and Manatee Children's Services including salaries, staff travel, office space, and indirect costs times the 50% reimbursement rate.

Example, total costs of \$100,000 times the 50% reimbursement rate equals \$50,000 reimbursement.

d) Documentation Required

With the first claim to the Department, the following must be provided to the Department's contract manager: a copy of both the contract between MCG and the provider delivering services, position descriptions, and Six-Month Certification of 100% of time allocated to the services listed above.

II. Title IV-E Adoption Assistance Training

Not Applicable

**Attachment B, Claim Submission Form
Manatee County Government
Claim Submittal Form for Title IV-E Reimbursement
For the month of: _____**

	Total Expenditures	HSN Title IV-E Eligibility Rate for the Month of Service	Total Title IV-E Allowable	FFP Rate	Reimbursable/ Payment Amount		DCF OCA	EO
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Title IV-E Foster Care Waiver:

Case Management
Training

\$ -	N/A	\$ -	50%	\$ -		89X0T	XT
\$ -		\$ -	50%	\$ -		89XTR	TR

Total Title IV-E Foster Care Invoice Payment \$

CERTIFICATION: The Local Agency (County) certifies that these expenses, which were incurred in the month reported, were funded by unmatched public funds for Title IV-E eligible activities and eligible children.

Local Agency (County) Certification and Approval	Department of Children and Families Approval:	
	Reviewed by:	Approved by:
Typed Name:	Typed Name:	Typed Name:
Signature:	Signature:	Signature:
Title:	Title:	Title:
Date:	Date:	Date:

revised 01/26/07

From: Vicki Jarratt
Sent: Monday, November 28, 2011 8:08 AM
To: Judy Moree
Cc: Vicki Tessmer
Subject: RE: BCC Agenda for November 8, 2011

Attachments: BC20111108DOC035.PDF; BC20111108DOC027.PDF; BC20111108DOC034.PDF
Per your request, I've attached three documents from the November 8, 2011 BCC meeting

#17 Title IV-E Funds
#25 Brownfields Coalition Grant
#26 HUD (agmts for CDBG & HOME FY11-12)

Best regards,
Vicki Jarratt
Board Records
For R.B. "Chips" Shore
Manatee County Clerk of Circuit Court & Comptroller
www.ManateeClerk.com
vicki.jarratt@manateeclerk.com
749-1800 Ext. 4185
"Pride in Service with a Vision to the Future"

From: Vicki Tessmer
Sent: Monday, November 28, 2011 7:53 AM
To: Vicki Jarratt
Subject: FW: BCC Agenda for November 8, 2011

Vicki,
Could you please see that Judy gets these agenda packages?
Thank you,
Vicki

From: Judy Moree
Sent: Tuesday, November 22, 2011 2:42 PM
To: Vicki Tessmer
Subject: BCC Agenda for November 8, 2011

I need the following items for the above BCC meeting:

#17 Title IV-E Funds
#25 Brownfields Coalition Grant
#26 HUD (agmts for CDBG & HOME FY11-12)

Thank you,
Judy

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.