

THIS AGREEMENT is entered into by and among the Manatee County Board of County Commissioners, hereinafter referred to as "MCBCC", the Sarasota County Board of County Commissioners, hereinafter referred to as "SCBCC", and the Department of Health, hereinafter referred to as the "AGENCY", and is for the Systems Advocate Position, hereinafter referred to as the "Program."

WHEREAS, a systems advocate position has been created to assist the Family Safety Alliance in the oversight of the Community Based Care Provider of child welfare services for the Twelfth Judicial Circuit Court of Florida; and

WHEREAS, Florida Statutes Sections 125.01(1)(p) and (1)(w) provide that the governing body of a county shall have the power to enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions and perform other acts which are in the common interest of the people of the county; and

WHEREAS, MCBCC and SCBCC hereby agree to share services of the Systems Advocate, as needed, throughout the Twelfth Judicial Circuit Court of Florida, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, AGENCY assumes responsibility for daily administration of the Program; and

WHEREAS, MCBCC and SCBCC have approved inclusion of the Systems Advocate Program in their respective fiscal year 2013/2014 funding allocations; and

WHEREAS, MCBCC and SCBCC hereby agree to share the funding of the Systems Advocate position.

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACT TERM.

- a. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing on October 1, 2013, and expiring on September 30, 2014. The Program, whether provided before or after the execution of this Agreement, shall be provided by the AGENCY in accordance with all requirements and terms of this Agreement.
- b. This Agreement may be renewed by mutual written agreement of the parties for additional terms not to exceed twelve (12) months apiece. Such renewal shall be approved and executed by all parties as an Addendum to Section 1.a. of this Agreement.

2. TERMINATION.

- a. This Agreement may be terminated by any party for any reason or for no reason by giving to the other parties no less than thirty (30) days written notice of intent to terminate. MCBCC and SCBCC may terminate this Agreement immediately by delivery of written notice to AGENCY upon determining that AGENCY has failed to comply with the terms of this Agreement.
- b. Upon expiration or termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. AGENCY'S final request for payment and other documents required shall be submitted within thirty (30) calendar days after termination of this Agreement.

MCBCC and SCBCC shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

3. MCBCC agrees, warrants and covenants as follows:

- a. To pay a maximum of \$37,550 to the AGENCY for the cost of salaries, benefits and related costs of implementing the Program, provided that such funds shall be used to perform services for persons residing in Manatee County.
- b. These costs will be reimbursed to the AGENCY on a monthly basis as services are provided; however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:

|          |          |               |          |           |          |
|----------|----------|---------------|----------|-----------|----------|
| October  | \$ 4,332 | February\$15, | 884      | June      | \$28,880 |
| November | \$ 7,220 | March         | \$18,772 | July      | \$31,768 |
| December | \$10,108 | April         | \$21,660 | August    | \$34,656 |
| January  | \$12,996 | May           | \$25,992 | September | \$37,550 |

4. SCBCC agrees, warrants and covenants to reimburse the AGENCY a maximum of \$37,550 for the cost of salaries, benefits and related costs of implementing the Program, provided that such funds shall be used to perform services for persons residing in Sarasota County. These costs will be reimbursed to AGENCY on a monthly basis as services are provided.

5. AGENCY agrees, warrants, and covenants as follows:

- a. To accept a maximum amount of \$37,550 from MCBCC for the cost of implementing the Program within Manatee County.
- b. To accept a maximum amount of \$37,550 from SCBCC for the cost of implementing the Program within Sarasota County.
- c. To conduct the Program serving the Family Safety Alliance charged with oversight of the Community Based Care (CBC) on behalf of children receiving child welfare services in the Twelfth Judicial Circuit Court of Florida, hereinafter "Client."
- d. To provide a full time staff person to perform the duties of a Systems Advocate, providing oversight services and reporting findings to the Family Safety Alliance. The duties shall be performed throughout the Twelfth Judicial Circuit Court of Florida, and shall include, but not be limited to:
  - 1) Receive, track, evaluate, and attempt to resolve concerns and complaints from persons affected by the quality of services being provided to children who are under the protection of the Community Based Care (CBC) provider; and
  - 2) Communicate with provider agency personnel to accumulate independent data on case loads, work hours and conditions, frequency of children's placement changes, training needs, salary concerns, quality of supervision and related issues; and
  - 3) Communicate with foster parents and relative caregivers to collect data on status of relationships between provider agency personnel and court ordered caregivers, frequency of children's placement changes, licensing and placement concerns, and related issues; and
  - 4) Update the Family Safety Alliance and the Department of Children and Families as it relates to the performance of the lead agency and its relationships with subcontractors; and

- 5) To the extent provided by law, maintain confidentiality as to communications between the Systems Advocate and complainants, and with members of the Family Safety Alliance; and
  - 6) Obtain, review and summarize for use by the Family Safety Alliance such public records as may be available to monitor the performance of the agencies providing child welfare services to confirm that all available measures have been taken to insure the comfort, health and welfare of the children placed in their care; and
  - 7) Make recommendations to the Family Safety Alliance regarding systemic changes that would improve the quality of child welfare services being provided to the children and families involved in the dependency system in the Twelfth Judicial Circuit Court of Florida and
  - 8) Conduct an annual assessment on the Child Welfare System in Circuit 12 in order to make recommendations for system improvements. Areas of focus will be determined by members of the Family Safety Alliance. These areas may include, but not be limited to, the following: demographics of children involved, availability and effectiveness of services provided to children, quality of family engagement, timeliness and effectiveness of case planning, quality of safety planning, process for finding suitable families to place children near their county of origin with limited number of placements, and quality of supervision for children in their care. The annual assessment will be written and presented to the Family Safety Alliance prior to September 30, 2014; and
  - 9) Conduct voluntary exit interviews with persons leaving the employment of provider agencies to evaluate conditions contributing to high turnover rates; and
  - 10) Research and develop recommendations for engaged entities, the lead agency, Department of Children and Families, and the Family Safety Alliance regarding current evidenced based practices and the potential implementation within the Circuit of those practices; and
  - 11) Inform the Family Safety Alliance of any proposed legislative actions which may affect dependent children or the lead agency; and
  - 12) Review monthly reports produced by the statewide database and assess any areas of concern. Any identified issues shall be further analyzed; and
  - 13) Organize the Family Safety Alliance meetings and provide a regular update as to objectives, goals, and ongoing work being completed on behalf of the alliance. Provide educational tools to the Family Safety Alliance members. Arrange for a scheduled presentation at each meeting upon request by the Family Safety Alliance to educate their members on the varying aspects of the dependency system; and
  - 14) Provide an annual in-person presentation on the dependency system and the progress of the Systems Advocate to the following: Manatee County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Board of County Commissioners.
- d. To submit Financial Status Reports and Programmatic and other requested Reports to MCBCC and SCBCC. Each quarter a financial report shall be submitted in a format

approved by the County representative and will be due on the 30<sup>th</sup> day following the end of the quarter.

- e. To provide in-kind office space, computer, phone and other office equipment as needed at the AGENCY location.
6. MCBCC, SCBCC, and AGENCY all agree, covenant and warrant as follows:
- a. Funds will be distributed to AGENCY monthly upon receipt by:
    - 1) MCBCC of a Request submitted on Exhibit 1 to this Agreement, an Employee Work Assignment Certification for each month the Systems Advocate is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.
    - 2) SCBCC of a Request submitted on Exhibit 2 to this Agreement, an Employee Work Assignment Certification for each month the Systems Advocate is employed, a payroll system printout, reflecting the salaries and benefits for the period, itemization of the related costs.
  - b. MCBCC and SCBCC shall not be liable to any person, firm or corporation that contracts with the AGENCY to provide goods and services associated with the Program. Nor shall either County be liable to any person, firm or corporation for claims against the AGENCY or debts incurred by the AGENCY.
  - c. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to AGENCY:            Department of Health  
   Attn: Administrator  
   2200 Ringling Boulevard  
   Sarasota, FL 34237

If by hand delivery:            Same

If mailed to MCBCC:            Manatee County Community Services Dept.  
   Attn: Director  
   PO Box 1000  
   Bradenton, FL 34206

If by hand delivery:            Manatee County Community Services Dept.  
   Attn: Director  
   1112 Manatee Avenue West, Suite 303  
   Bradenton, FL 34205

If mailed to SCBCC:            Sarasota County Human Services  
   Attn: Human Services Policy Coordinator  
   2200 Ringling Boulevard, Suite 2001  
   Sarasota, FL 34237

If by hand delivery:            Same

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized.

**DEPARTMENT OF HEALTH**

BY: *Charles H. Henry*

NAME: Charles H. Henry

TITLE: Administrator

DATE: 10-29-2013

**SARASOTA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY**

BY: *Carolyn G. Mason*  
TITLE: Chairman

DATE: 12/10/13

**MANATEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY**

BY: *Larry Brutto*  
TITLE: Chairman

DATE: DECEMBER 17, 2013



ATTEST: Karen E. Rushing  
Clerk of the Circuit Court

BY: *Step E. Rushing*  
APPROVED AS TO FORM AND CORRECTNESS

COUNTY ATTORNEY

ATTEST: R.B. "Chips" Shore  
Clerk of the Circuit Court

BY: *Wesley Jessome*  
Deputy Clerk

**EXHIBIT 1  
MANATEE COUNTY  
REQUEST FOR PAYMENT**

AGENCY: DEPARTMENT OF HEALTH

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payment):

2200 Ringling Boulevard, Sarasota, FL 34237

PROJECT NUMBER: 104-0015002

PROGRAM: SYSTEMS ADVOCATE

PAYMENT REQUEST FOR MONTHS OF: \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

| (1)                 | (2)           | (3)                    | (4)              |
|---------------------|---------------|------------------------|------------------|
| REQUEST THIS PERIOD | TOTAL FUNDING | REQUESTED YEAR-TO-DATE | BALANCE OF FUNDS |
| \$                  | \$37,550      | \$                     | \$               |

**SECTION 2: CLIENT SERVICES**

|               | (1)                 | (2)               | (3)               | (4)         | (5)                | (6)               |
|---------------|---------------------|-------------------|-------------------|-------------|--------------------|-------------------|
| UNIT COST     | UNIT CONTRACT TOTAL | Y-T-D TOTAL PRIOR | TOTAL THIS PERIOD | TOTAL Y-T-D | % OF PLAN ACHIEVED | % OF TIME ELAPSED |
| Reimbursement | \$37,550            |                   |                   |             | %                  | %                 |

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: An Employee Work Assignment Certification for each month for the Systems Advocate assigned to this Program as well as a payroll printout reflecting the salaries and benefits, and itemization of related costs for the time period.

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

CSD CONTRACT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT 2  
SARASOTA COUNTY  
REQUEST FOR PAYMENT**

AGENCY: DEPARTMENT OF HEALTH

PROJECT NUMBER: \_\_\_\_\_

PROGRAM: SYSTEMS ADVOCATE

PAYMENT REQUEST FOR MONTHS OF: \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

| (1)                        | (2)                  | (3)                           | (4)                     |
|----------------------------|----------------------|-------------------------------|-------------------------|
| <b>REQUEST THIS PERIOD</b> | <b>TOTAL FUNDING</b> | <b>REQUESTED YEAR-TO-DATE</b> | <b>BALANCE OF FUNDS</b> |
| \$                         | \$37,550             | \$                            | \$                      |

**SECTION 2: CLIENT SERVICES**

|                  | (1)                        | (2)                      | (3)                      | (4)                | (5)                       | (6)                      |
|------------------|----------------------------|--------------------------|--------------------------|--------------------|---------------------------|--------------------------|
| <b>UNIT COST</b> | <b>UNIT CONTRACT TOTAL</b> | <b>Y-T-D TOTAL PRIOR</b> | <b>TOTAL THIS PERIOD</b> | <b>TOTAL Y-T-D</b> | <b>% OF PLAN ACHIEVED</b> | <b>% OF TIME ELAPSED</b> |
| Reimbursement    | \$37,550                   |                          |                          |                    | %                         | %                        |

**SECTION 3: SUPPORTING DOCUMENTATION**

**Attach:** An Employee Work Assignment Certification for each month for the Systems Advocate assigned to this Program as well as a payroll printout reflecting the salaries and benefits, and itemization of related costs for the time period.

**PREPARED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)**

**DO NOT WRITE BELOW THIS LINE**

**CONTRACT MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



December 17, 2013 - Regular Meeting  
Agenda Item #15

DECEMBER 17, 2013

**APPROVED IN OPEN SESSION**  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

Subject

FY13/14 Children's Services Funding Agreement with Department of Health

Briefings

None

Contact and/or Presenter Information

Mike Neuges x 3467

Janice Dunbar-Smith x 3451

Action Requested

Authorization for the Chairman to execute Funding Agreement with Sarasota Board of County Commissioners and Department of Health in Sarasota County to provide for a Family Safety Alliance System Advocate position for the time period October 1, 2013, through September 30, 2014.

Enabling/Regulating Authority

Ordinance 91-42 Children's Services Dedicated Millage

Background Discussion

On 9/19/13 the Board adopted Fiscal Year 2013/2014 Budget that included funding for programs funded through the Children's Services Dedicated Millage.

Funding Agreement by and among the Manatee County Board of County Commissioners, Sarasota County Board of County Commissioners, and Department of Health in Sarasota County was prepared to provide the appropriate funding mechanism and service level accountability for the System Advocate position.

The System Advocate position is a vital key to oversight of the Child Welfare Community Based Care provider, ensuring the safety of the children removed from their homes due to abuse, neglect, or abandonment and have been placed in foster homes, residential group homes, emergency shelters, as well as kinship care homes.

The System Advocate reports all findings to the Family Safety Alliance for the 12th Judicial Circuit, which includes Manatee, Sarasota, and DeSoto Counties.

Agreement specifies that funding recipient must perform program specific level of service and submit documentation supporting such performance as defined.

On December 10, 2013, the funding agreement was executed by the Sarasota County Board of County Commissioners as well as the Department of Health.

Agencies may be visited multiple times throughout the contract year by Community Services Department staff members, and monthly desk monitoring is conducted. The listed agencies and programs have been reviewed and recommended for funding by the Children's Services Advisory Board.

County Attorney Review



Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Two originals sent to Community Services 12/18/13/jr

Two originals of Funding Agreement to Community Services for distribution to Sarasota Board Records and Department of Health

Cost and Funds Source Account Number and Name

\$37,550 - 104.00015002 Children's

Amount and Frequency of Recurring Costs

N/A

Attachment: [SCHD-SystemAdvocateFY13-14.pdf](#)