

**FUNDING AGREEMENT FOR  
THE SYSTEMS ADVOCATE PROGRAM**

THIS AGREEMENT is made and entered into as of the date of the last signatory hereto, by and among Manatee County, Florida, a political subdivision of the State of Florida, ("Manatee"), Sarasota County, Florida, a political subdivision of the State of Florida, ("Sarasota") and the Florida Department of Health in Sarasota County, a Florida State Agency ("Agency"), (each a "Party" and collectively referred to as the "Parties").

WHEREAS, the Systems Advocate Program ("Program") has been created to assist the Family Safety Alliance, a community alliance established for the Twelfth Judicial Circuit of Florida. The Family Safety Alliance, established in accordance with Florida Statutes § 20.19(5), includes community stakeholders and leaders, client representatives and funders of human services in each county to provide a focal point for community participation and governance of community-based child welfare services; and

WHEREAS, Florida Statutes §§ 125.01(1)(p) and 125.01(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, Manatee and Sarasota hereby agree to share services of the Program, as needed, throughout the Twelfth Judicial Circuit of Florida, subject to the terms and conditions set forth in this Agreement; and

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

WHEREAS, Manatee and Sarasota have approved inclusion of the Program in their respective fiscal year 2021/2022 funding allocations; and

WHEREAS, Manatee and Sarasota hereby agree to share the funding of the Child Welfare Policy Coordinator position for the Systems Advocate Program.

***NOW, THEREFORE***, Manatee, Sarasota and the Agency, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, hereto agree as follows:

**ARTICLE 1. TERM.**

- a. The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 2021, and expiring on September 30, 2022, unless terminated by either Party in accordance with the provisions 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.

**ARTICLE 2. EXHIBITS.**

The Agreement includes two (2) exhibits:

**Exhibit 1:** Manatee County Request for Payment

**Exhibit 2:** Sarasota County Request for Payment

The Exhibits are attached hereto and incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and an Exhibit, the provisions contained within the Agreement shall prevail unless the Exhibit specifically states that it shall prevail.

**ARTICLE 3. FUNDING OBLIGATIONS OF MANATEE.**

Manatee’s funding obligations are the following:

- a. To pay a maximum of \$42,500 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. Funds will be distributed to the Agency monthly upon receipt of a Request submitted on Exhibit 1 to this Agreement, an Employee Work Assignment Certification for each month the Child Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.
- c. 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	\$ 3,542	February	\$17,710	June	\$31,878
November	\$ 7,084	March	\$21,252	July	\$35,420
December	\$10,626	April	\$24,794	August	\$38,962
January	\$14,168	May	\$28,336	September	\$42,500

**ARTICLE 4. FUNDING OBLIGATIONS OF SARASOTA.**

Sarasota’s funding obligations are as follows:

- a. reimburse the Agency an amount not to exceed \$42,500 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 the Agency on a monthly basis as services are provided.
- b. Funds will be distributed to the Agency monthly upon receipt of a Request for Payment in the form of Exhibit 2, an Employee Work Assignment Certification for each month the Child

Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, and itemization and documentation of the related costs.

**ARTICLE 5. OBLIGATIONS OF AGENCY.**

- a. 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. Agency agrees, warrants, and covenants the following:
  - i. To accept a maximum amount of \$42,500 from Manatee for the cost of implementing the Program within Manatee County.
  - ii. To accept a maximum amount of \$42,500 from Sarasota for the cost of implementing the Program within Sarasota County.
  - iii. To submit Financial Status Reports and other reports to Manatee and Sarasota. The Financial Status Reports shall be submitted quarterly in a format approved by each County's representative and will be due on the 30<sup>th</sup> day following the end of each quarter.
  - iv. To provide, at no cost to Manatee or Sarasota, office space, computer, phone and other office equipment as needed at the Agency's location for the Child Welfare Policy Coordinator.
  - v. To conduct the Program by providing a full-time staff person to perform the duties of a Child Welfare Policy Coordinator. The Child Welfare Policy Coordinator shall assist the Family Safety Alliance in performing its duties as stated in Florida Statutes § 20.19(5) on behalf of children receiving child welfare services in the Twelfth Judicial Circuit of Florida.
  - vi. The duties of the Child Welfare Policy Coordinator, performed throughout the Twelfth Judicial Circuit of Florida, shall include but not be limited to the following:

Family Safety Alliance Assistance

- Monitor compliance with Florida Statutes § 20.19(5) relative to duties, appropriate representatives, and other items, as needed; and
- Coordinate and facilitate the Family Safety Alliance meetings in conjunction with its Chair. Assist with support for subcommittees, as needed; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Human Services

Advisory Council and/or the Sarasota County Board of County Commissioners, by June 30 of each year.

- Make recommendations regarding systemic changes that would improve the quality of child welfare services being provided to the children and families involved in the child welfare system; and
- Provide information on any proposed or newly implemented legislative actions which may affect dependent children or the lead agency; and
- Provide child welfare related educational materials and tools, as needed; and
- Provide a regular update as to objectives, goals, and ongoing work being completed on behalf of the Alliance, and reports of findings on critical issues.

#### Critical Incidents/Child Deaths

- Review any incidents resulting in critical injury to a child while under the supervision of the Community-Based Care agency; and
- Review official death reports when a child, for any reason, dies while under the supervision of a Community-Based Care agency; and
- Participate in local Child Death Review Teams organized by the Department of Children and Families (“DCF”); and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding each critical incident or death.

#### Community-Based Care Lead Agency Performance Monitoring

- Assist the Family Safety Alliance and DCF as it monitors the performance of the lead agency and its subcontractors; and
- Request records, through the DCF or directly from the Community-Based Care agency and its contract providers, as necessary to monitor their performance and to confirm all available measures have been taken to ensure the comfort, health, and welfare of the children in their care; and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding performance monitoring.

#### Systemic Concerns/Emerging Issues

- Receive, evaluate, mediate, and attempt to informally resolve legitimate concerns and complaints from persons affected by the quality of child welfare services being provided to children in the community; and
- Collect independent data on Community-Based Care agency staffing related issues, such as caseloads, turnover, work hours and conditions, training needs, salary concerns, and quality of supervision; and
- Collect and review data on children’s placement changes, multiple placements, placements outside of the county of origin, and runaways; and

- Collect and review data on the availability and accessibility of services in the community to allow families to fulfill the tasks on the case plan; and
- Sponsor confidential surveys, when necessary, with sectors of the local child welfare system to identify system concerns or issues related to the quality of services being provided to children and the efficiency of the local child welfare system; and
- Identify emerging issues that impact the child welfare system and take the lead in establishing community workgroups and/or committees to resolve or improve issues.

#### Research of Best Practices

- Research and develop recommendations for engaged entities, the Community-Based Care agency, Department of Children and Families, and the Family Safety Alliance regarding current evidence-based practices and the potential implementation of those practices within the Twelfth Judicial Circuit of Florida.

#### New Initiatives

- Assist in the implementation and facilitation of new pilot initiatives for the Twelfth Judicial Circuit in an effort to enhance and improve the quality of the child welfare system of care; and
- Coordinate community and statewide resources needed to carry out the necessary action steps.

#### Required Reporting

- Child Deaths—Report the circumstances of the death to the Family Safety Alliance and appropriate community leaders in a timely manner; and
- Report findings and recommendations, when appropriate, to each County representative, the public, the Community-Based Care agency, the Secretary of DCF, legislators, community leaders, and other interested parties; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children’s Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County Commissioners, by July 31, 2022. The report shall provide information pertinent to the County or Advisory Board being addressed, including, but not limited to, the following:
  - Status of the Family Safety Alliance and implementation of the strategic plan;
  - Summary of findings on critical injuries or child deaths;
  - Summary of findings on performance monitoring;

- Emerging issues and summary of findings on systemic concerns; and
- Update on new initiatives and use of best practices.

**ARTICLE 6. LIMITATIONS OF LIABILITY.**

Manatee and Sarasota shall not be liable to any person, firm or corporation that contracts with the Agency to provide goods and/or services associated with the Program. Nor shall either county be liable to any person, firm or corporation for claims against the Agency or any debts incurred by the Agency.

**ARTICLE 7. NOTICES.**

All notices, requests, authorizations, and any other communications under this Agreement, unless otherwise specified, shall be in writing and delivered by hand or mailed through the U.S. Mail, addressed as follows:

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

If by hand delivery: Same

If mailed to Manatee: Manatee County Neighborhood Services Department  
Attn: Director  
P.O. Box 1000  
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department  
Attn: Director  
1112 Manatee Avenue West, Suite 510  
Bradenton, FL 34205

If to Sarasota: Sarasota County Human Services  
Attn: Public Health Services Manager-Human Services  
2200 Ringling Boulevard, Suite 221  
Sarasota, FL 34237

**ARTICLE 8. AMENDMENT AND MODIFICATION.**

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

**ARTICLE 9. TERMINATION.**

- a. *Termination without cause.* This Agreement may be terminated by any Party without cause by providing all Parties a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination.
- b. *Termination for cause.* This Agreement may be terminated by Manatee or Sarasota for Agency's failure to comply with the terms of this Agreement. Termination shall be effective upon delivery of the written notice to the Agency.
- c. *Effect of expiration or termination of Agreement.* Upon expiration or termination of this Agreement, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency's final request for payment and other documents required shall be submitted within thirty (30) calendar days after termination of this Agreement. Manatee and Sarasota shall not be responsible for any charges, claims or demands not received within this thirty (30) day period.

**ARTICLE 10. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 11. DISPUTE RESOLUTION.**

This Agreement is not subject to Chapter 164 of the Florida Statutes. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**ARTICLE 12. SEVERABILITY.**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof and shall be confined solely to the paragraphs involved in such decision.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

**FLORIDA DEPARTMENT OF HEALTH  
IN SARASOTA COUNTY**

By: Charles H. Henry

Name: Charles H. Henry

Title: Administrator

Date: 10-15-2021

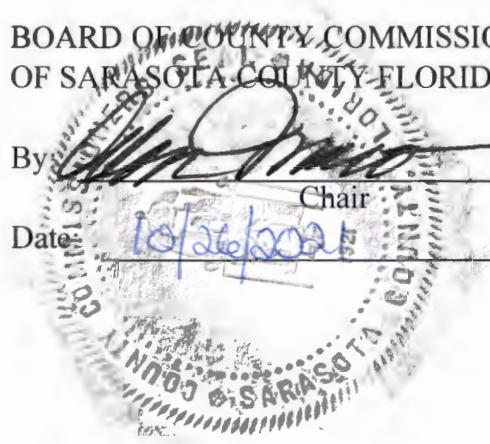
**SARASOTA COUNTY**

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

By: [Signature]

Chair

Date: 10/26/2021



ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

By: Karen E. Rushing  
Deputy Clerk

Approved as to form and correctness:

By: [Signature]  
County Attorney

**MANATEE COUNTY**

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

By: [Signature]

Chair

Date: November 16, 2021

ATTEST:  
ANGEL COLONNESO,  
Clerk of the Circuit Court and Comptroller

By: Debi Lessner  
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 for sending payment):

2200 Ringling Boulevard, Sarasota, FL 34237

PROJECT #: 104-0015002-582000

PROGRAM: SYSTEMS ADVOCATE

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$42,500	\$	\$

**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	\$42,500				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT 2  
SARASOTA 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

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$42,500	\$	\$

**SECTION 2: CLIENT SERVICES**

	(1)	(2)	(3)	(4)	(5)	(6)
UNIT COST	UNIT CONTRACT TOTAL	YTD TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL YTD	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Reimbursement	\$42,500				%	%

**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 in blue ink and 2 photocopies of each report with 1 copy supporting documentation attached to each)

**DO NOT WRITE BELOW THIS LINE**

**Contract Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPROVED** in Open Session  
**11/16/2021**  
Manatee County Board of County  
Commissioners



## Board of County Commissioners November 16, 2021 - Regular Meeting

### **SUBJECT**

EXECUTION OF FY21/22 CHILDREN'S SERVICES FUNDING AGREEMENT WITH DEPARTMENT OF HEALTH IN SARASOTA COUNTY FOR THE CHILD WELFARE POLICY COORDINATOR POSITION OF THE SYSTEM ADVOCATE PROGRAM

### **Category**

CONSENT AGENDA

### **Briefings**

Briefing Provided Upon Request

### **Contact and/or Presenter Information**

Lee Washington, Interim Director  
Neighborhood Services Department, ext. 3648

Kristi Hagen, Children's Services Program Coordinator  
Neighborhood Services Department, ext. 3485

### **Action Requested**

Authorization for the Chairperson to execute Funding Agreement with Sarasota County Board of County Commissioners and Department of Health in Sarasota County to provide for the Child Welfare Policy Coordinator position for the System Advocate Program for the time period October 1, 2021, through September 30, 2022.

### **Enabling/Regulating Authority**

Florida Statutes, Chapter 125  
Manatee County Code 2-2-251 through 2-2-259  
Resolution R-90-169  
Ordinances 91-42, 94-28, 97-30, 99-30

### **Background Discussion**

On September 14, 2021, the Manatee County Board of County Commissioners adopted the Fiscal Year 2021/2022 Budget that included funding for programs through the Children's Services Dedicated Millage.

A funding agreement by and among the Manatee County Board of County Commissioners, Sarasota County Board of County Commissioners, and the Department of Health in Sarasota County was prepared to provide the appropriate funding mechanism and service level accountability for the System Advocate program, which includes the Child Welfare Policy Coordinator position. The Child Welfare Policy Coordinator position is a vital key to improvement of the child welfare system and oversight of the Community Based Care provider, ensuring the safety of the children at risk of child abuse, neglect, or abandonment and who have been placed in foster homes, residential group homes, emergency shelters, as well as relative and non-relative care homes. The Policy Coordinator investigates systematic issues as they arise and works with appropriate parties to resolve and/or improve them. The Coordinator plays an integral role with the Family Safety Alliance for the 12th Judicial Circuit, which includes Manatee, Sarasota, and DeSoto Counties.

On October 26, 2021, the funding agreement was executed by the Sarasota County Board of County Commissioners as well as the Florida Department of Health in Sarasota County.

**Attorney Review**

Formal Written Review (Opinion memo must be attached)

**Reviewing Attorney**

Morris

[Emailed 11/18/2021](#)

**Instructions to Board Records**

Provide three originals of Funding Agreements to Kristi Hagen, Neighborhood Services, for distribution to Sarasota Board Records, Department of Health Sarasota, and the Manatee County Neighborhood Services Department.

**Cost and Funds Source Account Number and Name**

\$42,500 - 104.0015002 Children's Services Fund

**Amount and Frequency of Recurring Costs**

N/A

**FUNDING AGREEMENT FOR  
THE SYSTEMS ADVOCATE PROGRAM**

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WHEREAS, the Systems Advocate Program ("Program") has been created to assist the Family Safety Alliance, a community alliance established for the Twelfth Judicial Circuit of Florida. The Family Safety Alliance, established in accordance with Florida Statutes § 20.19(5), includes community stakeholders and leaders, client representatives and funders of human services in each county to provide a focal point for community participation and governance of community-based child welfare services; and

WHEREAS, Florida Statutes §§ 125.01(1)(p) and 125.01(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, Manatee and Sarasota hereby agree to share services of the Program, as needed, throughout the Twelfth Judicial Circuit of Florida, subject to the terms and conditions set forth in this Agreement; and

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

WHEREAS, Manatee and Sarasota have approved inclusion of the Program in their respective fiscal year 2021/2022 funding allocations; and

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**ARTICLE 4. FUNDING OBLIGATIONS OF SARASOTA.**

Sarasota's funding obligations are as follows:

- a. reimburse the Agency an amount not to exceed \$42,500 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 the Agency on a monthly basis as services are provided.
- b. Funds will be distributed to the Agency monthly upon receipt of a Request for Payment in the form of Exhibit 2, an Employee Work Assignment Certification for each month the Child

Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, and itemization and documentation of the related costs.

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  - iii. To submit Financial Status Reports and other reports to Manatee and Sarasota. The Financial Status Reports shall be submitted quarterly in a format approved by each County's representative and will be due on the 30<sup>th</sup> day following the end of each quarter.
  - iv. To provide, at no cost to Manatee or Sarasota, office space, computer, phone and other office equipment as needed at the Agency's location for the Child Welfare Policy Coordinator.
  - v. To conduct the Program by providing a full-time staff person to perform the duties of a Child Welfare Policy Coordinator. The Child Welfare Policy Coordinator shall assist the Family Safety Alliance in performing its duties as stated in Florida Statutes § 20.19(5) on behalf of children receiving child welfare services in the Twelfth Judicial Circuit of Florida.
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**Family Safety Alliance Assistance**

- Monitor compliance with Florida Statutes § 20.19(5) relative to duties, appropriate representatives, and other items, as needed; and
- Coordinate and facilitate the Family Safety Alliance meetings in conjunction with its Chair. Assist with support for subcommittees, as needed; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Human Services

Advisory Council and/or the Sarasota County Board of County Commissioners, by June 30 of each year.

- Make recommendations regarding systemic changes that would improve the quality of child welfare services being provided to the children and families involved in the child welfare system; and
- Provide information on any proposed or newly implemented legislative actions which may affect dependent children or the lead agency; and
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- Provide a regular update as to objectives, goals, and ongoing work being completed on behalf of the Alliance, and reports of findings on critical issues.

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- Review official death reports when a child, for any reason, dies while under the supervision of a Community-Based Care agency; and
- Participate in local Child Death Review Teams organized by the Department of Children and Families (“DCF”); and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding each critical incident or death.

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- Assist the Family Safety Alliance and DCF as it monitors the performance of the lead agency and its subcontractors; and
- Request records, through the DCF or directly from the Community-Based Care agency and its contract providers, as necessary to monitor their performance and to confirm all available measures have been taken to ensure the comfort, health, and welfare of the children in their care; and
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- Receive, evaluate, mediate, and attempt to informally resolve legitimate concerns and complaints from persons affected by the quality of child welfare services being provided to children in the community; and
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- Collect and review data on the availability and accessibility of services in the community to allow families to fulfill the tasks on the case plan; and
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- Identify emerging issues that impact the child welfare system and take the lead in establishing community workgroups and/or committees to resolve or improve issues.

#### Research of Best Practices

- Research and develop recommendations for engaged entities, the Community-Based Care agency, Department of Children and Families, and the Family Safety Alliance regarding current evidence-based practices and the potential implementation of those practices within the Twelfth Judicial Circuit of Florida.

#### New Initiatives

- Assist in the implementation and facilitation of new pilot initiatives for the Twelfth Judicial Circuit in an effort to enhance and improve the quality of the child welfare system of care; and
- Coordinate community and statewide resources needed to carry out the necessary action steps.

#### Required Reporting

- Child Deaths—Report the circumstances of the death to the Family Safety Alliance and appropriate community leaders in a timely manner; and
- Report findings and recommendations, when appropriate, to each County representative, the public, the Community-Based Care agency, the Secretary of DCF, legislators, community leaders, and other interested parties; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children’s Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County Commissioners, by July 31, 2022. The report shall provide information pertinent to the County or Advisory Board being addressed, including, but not limited to, the following:
  - Status of the Family Safety Alliance and implementation of the strategic plan;
  - Summary of findings on critical injuries or child deaths;
  - Summary of findings on performance monitoring;

- Emerging issues and summary of findings on systemic concerns; and
- Update on new initiatives and use of best practices.

**ARTICLE 6. LIMITATIONS OF LIABILITY.**

Manatee and Sarasota shall not be liable to any person, firm or corporation that contracts with the Agency to provide goods and/or services associated with the Program. Nor shall either county be liable to any person, firm or corporation for claims against the Agency or any debts incurred by the Agency.

**ARTICLE 7. NOTICES.**

All notices, requests, authorizations, and any other communications under this Agreement, unless otherwise specified, shall be in writing and delivered by hand or mailed through the U.S. Mail, addressed as follows:

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

If by hand delivery: Same

If mailed to Manatee: Manatee County Neighborhood Services Department  
 Attn: Director  
 P.O. Box 1000  
 Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department  
 Attn: Director  
 1112 Manatee Avenue West, Suite 510  
 Bradenton, FL 34205

If to Sarasota: Sarasota County Human Services  
 Attn: Public Health Services Manager-Human Services  
 2200 Ringling Boulevard, Suite 221  
 Sarasota, FL 34237

**ARTICLE 8. AMENDMENT AND MODIFICATION.**

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

**ARTICLE 9. TERMINATION.**

- a. *Termination without cause.* This Agreement may be terminated by any Party without cause by providing all Parties a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination.
- b. *Termination for cause.* This Agreement may be terminated by Manatee or Sarasota for Agency’s failure to comply with the terms of this Agreement. Termination shall be effective upon delivery of the written notice to the Agency.
- c. *Effect of expiration or termination of Agreement.* Upon expiration or termination of this Agreement, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency’s final request for payment and other documents required shall be submitted within thirty (30) calendar days after termination of this Agreement. Manatee and Sarasota shall not be responsible for any charges, claims or demands not received within this thirty (30) day period.

**ARTICLE 10. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 11. DISPUTE RESOLUTION.**

This Agreement is not subject to Chapter 164 of the Florida Statutes. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**ARTICLE 12. SEVERABILITY.**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof and shall be confined solely to the paragraphs involved in such decision.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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

FLORIDA DEPARTMENT OF HEALTH  
IN SARASOTA COUNTY

By: Charles H. Henry

Name: Charles H. Henry

Title: Administrator

Date: 10-15-2021

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY FLORIDA

By: [Signature]

Date: 10/26/2021

Chair

Date: 10/26/2021

MANATEE COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY FLORIDA

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

By: Karen E. Rushing  
Deputy Clerk

Approved as to form and correctness:

By: [Signature]  
County Attorney

ATTEST:  
ANGEL COLONNESO,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
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 for sending payment):

2200 Ringling Boulevard, Sarasota, FL 34237

**PROJECT #:** 104-0015002-582000

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$42,500	\$	\$

**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	\$42,500				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

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

**EXHIBIT 2  
SARASOTA 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

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$42,500	\$	\$

**SECTION 2: CLIENT SERVICES**

	(1)	(2)	(3)	(4)	(5)	(6)
UNIT COST	UNIT CONTRACT TOTAL	YTD TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL YTD	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Reimbursement	\$42,500				%	%

**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 in blue ink and 2 photocopies of each report with 1 copy supporting documentation attached to each)

**DO NOT WRITE BELOW THIS LINE**

**Contract Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, County Attorney  
William E. Clague, Chief Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney  
Christopher M. De Carlo, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney  
Douglas E. Polk, Assistant County Attorney

MEMORANDUM

DATE: August 14, 2019  
TO: Susan Ford, Lead Human Services Analyst, Community Services Department  
THROUGH: Mitchell O. Palmer, County Attorney Approved by *M. Palmer 8-14-19*  
FROM: Anne M. Morris, Assistant County Attorney Approved by *A. Morris 8-14-19*  
RE: **Funding Agreement Between Manatee County, Sarasota County and the Department of Health for the Systems Advocate Program; CAO Matter No. 2019-0380.**

---

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review a Funding Agreement Between Manatee County, Sarasota County and the Department of Health for the Systems Advocate Program ("Agreement").

Attached to this memorandum is a clean and redlined version of the proposed Agreement.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

Enclosures

Copies to: Cheri Coryea, County Administrator  
John Osborne, Deputy County Administrator  
Karen Stewart, Acting Deputy County Administrator  
Ava Ehde, Director, Neighborhood Services Department

**FUNDING AGREEMENT FOR  
THE SYSTEMS ADVOCATE PROGRAM**

THIS AGREEMENT is made and entered into as of the date of the last signatory hereto, by and between Manatee County, Florida, a political subdivision of the State of Florida, (“Manatee”), Sarasota County, Florida, a political subdivision of the State of Florida, (“Sarasota”) and the Florida Department of Health in Sarasota County (“Agency”), a Florida State Agency (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, the Systems Advocate Program (“Program”) has been created to assist the Family Safety Alliance, a community alliance established for the Twelfth Judicial Circuit of Florida. The Family Safety Alliance, established in accordance with Florida Statutes § 20.19(5), includes community stakeholders and leaders, client representatives and funders of human services in each county to provide a focal point for community participation and governance of community-based child welfare services; and

WHEREAS, Florida Statutes §§ 125.01(1)(p) and Florida Statutes 125.01(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, Manatee and Sarasota hereby agree to share services of the Program, as needed, throughout the Twelfth Judicial Circuit of Florida, subject to the terms and conditions set forth in this Agreement; and

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

WHEREAS, Manatee and Sarasota have approved inclusion of the Program in their respective fiscal year 2019/2020 funding allocations; and

WHEREAS, Manatee and Sarasota hereby agree to share the funding of the Child Welfare Policy Coordinator position for the Systems Advocate Program.

***NOW, THEREFORE***, Manatee, Sarasota and the Agency, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, hereto agree as follows:

**ARTICLE 1. TERM.**

- a. The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 2019, and expiring on September 30, 2020, unless terminated by either Party in accordance with the provisions 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.



**ARTICLE 2. EXHIBITS.**

The Agreement includes two (2) exhibits:

**Exhibit 1:** Manatee County Request for Payment

**Exhibit 2:** Sarasota County Request for Payment

The Exhibits are attached hereto and incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and an Exhibit, the provisions contained within the Agreement shall prevail unless the Exhibit specifically states that it shall prevail.

**ARTICLE 3. FUNDING OBLIGATIONS OF MANATEE.**

Manatee’s funding obligations are the following:

- a. To pay a maximum of \$41,000 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. Funds will be distributed to the Agency monthly upon receipt of a Request submitted on Exhibit 1 to this Agreement, an Employee Work Assignment Certification for each month the Child Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.
- c. 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	\$ 3,416	February	\$17,080	June	\$30,744
November	\$ 6,832	March	\$20,496	July	\$34,160
December	\$10,248	April	\$23,912	August	\$35,576
January	\$13,664	May	\$27,328	September	\$41,000

**ARTICLE 4. FUNDING OBLIGATIONS OF SARASOTA.**

Sarasota’s funding obligations are the following:

- a. To reimburse the Agency a maximum of \$41,000 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 the Agency on a monthly basis as services are provided.
- b. Funds will be distributed to the Agency monthly upon receipt of a Request submitted on Exhibit 2 to this Agreement, an Employee Work Assignment Certification for each month the

Child Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.

**ARTICLE 5. OBLIGATIONS OF AGENCY.**

- a. 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. Agency agrees, warrants, and covenants the following:
  - i. To accept a maximum amount of \$41,000 from Manatee for the cost of implementing the Program within Manatee County.
  - ii. To accept a maximum amount of \$41,000 from Sarasota for the cost of implementing the Program within Sarasota County.
  - iii. To submit Financial Status Reports and other Reports to Manatee and Sarasota. The Financial Status Reports shall be submitted quarterly in a format approved by each County's representative and will be due on the 30<sup>th</sup> day following the end of each quarter.
  - iv. To provide, at no cost to Manatee or Sarasota, office space, computer, phone and other office equipment as needed at the Agency's location.
  - v. To conduct the Program by providing a full-time staff person to perform the duties of a Child Welfare Policy Coordinator. The Child Welfare Policy Coordinator shall assist the Family Safety Alliance in performing its duties as stated in Florida Statutes § 20.19(5) on behalf of children receiving child welfare services in the Twelfth Judicial Circuit of Florida.
  - vi. The duties of the Child Welfare Policy Coordinator, performed throughout the Twelfth Judicial Circuit of Florida, shall include but not be limited to the following:

Family Safety Alliance Assistance

- Monitor compliance with Florida Statutes § 20.19(5) relative to duties, appropriate representatives, and other items, as needed; and
- Coordinate and facilitate the Family Safety Alliance meetings in conjunction with its Chair. Assist with support for subcommittees, as needed; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County

commissioners, by June 30 of each year. The report shall provide information pertinent to the County or advisory board being addressed, including, but not limited to, the following:

- Status of the Family Safety Alliance and implementation of the strategic plan;
- Summary of findings on critical injuries or child deaths;
- Summary of findings on performance monitoring;
- Emerging issues and summary of findings on systemic concerns; and
- An update on new initiatives and use of best practices.
- Make recommendations regarding systemic changes that would improve the quality of child welfare services being provided to the children and families involved in the child welfare system; and
- Provide information on any proposed or newly implemented legislative actions which may affect dependent children or the lead agency; and
- Provide child welfare related educational materials and tools, as needed; and
- Provide a regular update as to objectives, goals, and ongoing work being completed on behalf of the Alliance, and reports of findings on critical issues.

#### Critical Incidents/Child Deaths

- Review any incidents resulting in critical injury to a child while under the supervision of the Community-Based Care agency; and
- Review official death reports when a child, for any reason, dies while under the supervision of a Community-Based Care agency; and
- Participate in local Child Death Review Teams organized by the Department of Children and Families (“DCF”); and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding each critical incident or death.

#### Community-Based Care Lead Agency Performance Monitoring

- Assist the Family Safety Alliance and DCF as it monitors the performance of the lead agency and its subcontractors; and
- Request records, through the DCF or directly from the Community-Based Care agency and its contract providers, as necessary to monitor their performance and to confirm all available measures have been taken to insure the comfort, health, and welfare of the children in their care; and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding performance monitoring.

### Systemic Concerns/Emerging Issues

- Receive, evaluate, mediate, and attempt to informally resolve legitimate concerns and complains from persons affected by the quality of child welfare services being provided to children in the community; and
- Collect independent data on Community-Based Care agency staffing related issues, such as caseloads, turnover, work hours and conditions, training needs, salary concerns, quality of supervision; and
- Collect and review data on children's placement changes, multiple placements, placements outside of the county of origin, and runaways; and
- Collect and review data on the availability and accessibility of services in the community to allow families to fulfill the tasks on the case plan; and
- Sponsor confidential surveys, when necessary, with sectors of the local child welfare system to identify system concerns or issues related to the quality of services being provided to children and the efficiency of the local child welfare system; and
- Identify emerging issues that impact the child welfare system and take the lead in establishing community workgroups and/or committees to resolve or improve issues.

### Research of Best Practices

- Research and develop recommendations for engaged entities, the Community-Based Care agency, Department of Children and Families, and the Family Safety Alliance regarding current evidence-based practices and the potential implementation of those practices within the Twelfth Judicial Circuit of Florida.

### New Initiatives

- Assist in the implementation and facilitation of new pilot initiatives for the Twelfth Judicial Circuit in an effort to enhance and improve the quality of the child welfare system of care; and
- Coordinate community and statewide resources needed to carry out the necessary action steps.

### Required Reporting

- Child Deaths—Report the circumstances of the death to the Family Safety Alliance and appropriate community leaders in a timely manner; and
- Report findings and recommendations, when appropriate, to each County representative, the public, the Community-Based Care agency, the Secretary of DCF, legislators, community leaders, and other interested parties; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee

County Board of County Commissioners, Children’s Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County Commissioners, by June 30, 2019. The report shall provide information pertinent to the County or Advisory Board being addressed, including, but not limited to, the following:

- Status of the Family Safety Alliance and implementation of the strategic plan;
- Summary of findings on critical injuries or child deaths;
- Summary of findings on performance monitoring;
- Emerging issues and summary of findings on systemic concerns; and
- Update on new initiatives and use of best practices.

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Attn: Administrator  
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Sarasota, FL 34237

If by hand delivery: Same

If mailed to Manatee: Manatee County Neighborhood Services Department  
Attn: Director  
P.O. Box 1000  
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department  
Attn: Director  
1112 Manatee Avenue West, Suite 510  
Bradenton, FL 34205

If to Sarasota: Sarasota County Human Services

Attn: Public Health Services Manager-Human Services  
2200 Ringling Boulevard, Suite 221  
Sarasota, FL 34237

**ARTICLE 8. AMENDMENT AND MODIFICATION.**

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

**ARTICLE 9. TERMINATION.**

- a. *Termination without cause.* This Agreement may be terminated by any Party without cause by providing all Parties a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination.
- b. *Termination for cause.* This Agreement may be terminated by Manatee or Sarasota for Agency’s failure to comply with the terms of this Agreement. Termination shall be effective upon delivery of the written notice to the Agency.
- c. *Effect of expiration or termination of Agreement.* Upon expiration or termination of this Agreement, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency’s final request for payment and other documents required shall be submitted within thirty (30) calendar days after termination of this Agreement. Manatee and Sarasota shall not be responsible for any charges, claims or demands not received within this thirty (30) day period.

**ARTICLE 10. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 11. DISPUTE RESOLUTION.**

This Agreement is not subject to Chapter 164 of the Florida Statutes. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**ARTICLE 12. SEVERABILITY.**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof and shall be confined solely to the paragraphs involved in such decision.

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

**FLORIDA DEPARTMENT OF HEALTH  
IN SARASOTA COUNTY**

By: \_\_\_\_\_

Name: Charles H. Henry

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SARASOTA COUNTY**

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

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

**ATTEST:**  
KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Official Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney

**ATTEST:**  
ANGEL COLONNESO,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**MANATEE COUNTY**

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

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

**EXHIBIT 1  
MANATEE COUNTY  
REQUEST FOR PAYMENT**

**AGENCY:** DEPARTMENT OF HEALTH

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

2200 Ringling Boulevard, Sarasota, FL 34237

**PROJECT #:** 104-0015002-582000

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$41,000	\$	\$

**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	\$41,000				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

**DO NOT WRITE BELOW THIS LINE**

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



**EXHIBIT 2  
SARASOTA COUNTY  
REQUEST FOR PAYMENT**

**AGENCY:** DEPARTMENT OF HEALTH

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

2200 Ringling Boulevard, Sarasota, FL 34237

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$41,000	\$	\$

**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	\$41,000				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

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

**FUNDING AGREEMENT FOR  
THE SYSTEMS ADVOCATE PROGRAM**

THIS AGREEMENT is made and entered into as of the date of the last signatory hereto, by and between Manatee County, Florida, a political subdivision of the State of Florida, (“Manatee”), Sarasota County, Florida, a political subdivision of the State of Florida, (“Sarasota”) and the Florida Department of Health in Sarasota County (“Agency”), a Florida State Agency (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, the Systems Advocate Program (“Program”) has been created to assist the Family Safety Alliance, a community alliance established for the Twelfth Judicial Circuit of Florida. The Family Safety Alliance, established in accordance with Florida Statutes § 20.19(5), includes community stakeholders and leaders, client representatives and funders of human services in each county to provide a focal point for community participation and governance of community-based child welfare services; and

WHEREAS, Florida Statutes §§ 125.01(1)(p) and Florida Statutes 125.01(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, Manatee and Sarasota hereby agree to share services of the Program, as needed, throughout the Twelfth Judicial Circuit of Florida, subject to the terms and conditions set forth in this Agreement; and

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

WHEREAS, Manatee and Sarasota have approved inclusion of the Program in their respective fiscal year 201~~9~~8/20~~19~~20 funding allocations; and

WHEREAS, Manatee and Sarasota hereby agree to share the funding of the Child Welfare Policy Coordinator position for the Systems Advocate Program.

***NOW, THEREFORE***, Manatee, Sarasota and the Agency, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, hereto agree as follows:

**ARTICLE 1. TERM.**

- a. The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 201~~9~~8, and expiring on September 30, 20~~19~~20, unless terminated by either Party in accordance with the provisions 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.

**ARTICLE 2. EXHIBITS.**

The Agreement ~~consists of~~includes two (2) exhibits:

**Exhibit 1:** Manatee County Request for Payment

**Exhibit 2:** Sarasota County Request for Payment

The Exhibits are attached hereto and incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and an Exhibit, the provisions contained within the Agreement shall prevail unless the Exhibit specifically states that it shall prevail.

**ARTICLE 3. FUNDING OBLIGATIONS OF MANATEE.**

Manatee’s funding obligations are the following:

- a. To pay a maximum of \$41,000 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. Funds will be distributed to the Agency monthly upon receipt of a Request submitted on Exhibit 1 to this Agreement, an Employee Work Assignment Certification for each month the Child Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.
- c. 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	\$ 3,416	February	\$17,080	June	\$30,744
November	\$ 6,832	March	\$20,496	July	\$34,160
December	\$10,248	April	\$23,912	August	\$35,576
January	\$13,664	May	\$27,328	September	\$41,000

**ARTICLE 4. FUNDING OBLIGATIONS OF SARASOTA.**

Sarasota’s funding obligations are the following:

- a. ~~To~~ reimburse the Agency a maximum of \$41,000 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 the Agency on a monthly basis as services are provided.
- b. Funds will be distributed to the Agency monthly upon receipt of a Request submitted on Exhibit 2 to this Agreement, an Employee Work Assignment Certification for each month the

Child Welfare Policy Coordinator is employed, a payroll system printout, reflecting the salaries and benefits for the time period, itemization and documentation of the related costs.

**ARTICLE 5. OBLIGATIONS OF AGENCY.**

- a. 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. Agency agrees, warrants, and covenants the following:
  - i. To accept a maximum amount of \$41,000 from Manatee for the cost of implementing the Program within Manatee County.
  - ii. To accept a maximum amount of \$41,000 from Sarasota for the cost of implementing the Program within Sarasota County.
  - iii. To submit Financial Status Reports and other Reports to Manatee and Sarasota. The Financial Status Reports shall be submitted quarterly in a format approved by each County's representative and will be due on the 30<sup>th</sup> day following the end of each quarter.
  - iv. To provide, at no cost to Manatee or Sarasota, office space, computer, phone and other office equipment as needed at the Agency's location.
  - v. To conduct the Program by providing a full-time staff person to perform the duties of a Child Welfare Policy Coordinator. The Child Welfare Policy Coordinator shall assist the Family Safety Alliance in performing its duties as stated in Florida Statutes § 20.19(5) on behalf of children receiving child welfare services in the Twelfth Judicial Circuit of Florida.
  - vi. The duties of the Child Welfare Policy Coordinator, performed throughout the Twelfth Judicial Circuit of Florida, shall include but not be limited to the following:

Family Safety Alliance Assistance

- Monitor compliance with Florida Statutes § 20.19(5) relative to duties, appropriate representatives, and other items, as needed; and
- Coordinate and facilitate the Family Safety Alliance meetings in conjunction with its Chair. Assist with support for subcommittees, as needed; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County

commissioners, by June 30 of each year. The report shall provide information pertinent to the County or advisory board being addressed, including, but not limited to, the following:

- o Status of the Family Safety Alliance and implementation of the strategic plan;
- o Summary of findings on critical injuries or child deaths;
- o Summary of findings on performance monitoring;
- o Emerging issues and summary of findings on systemic concerns; and
- o An update on new initiatives and use of best practices. Monitor implementation of the Family Safety Alliance strategic plan; and

- Make recommendations regarding systemic changes that would improve the quality of child welfare services being provided to the children and families involved in the child welfare system; and
- Provide information on any proposed or newly implemented legislative actions which may affect dependent children or the lead agency; and
- Provide child welfare related educational materials and tools, as needed; and
- Provide a regular update as to objectives, goals, and ongoing work being completed on behalf of the Alliance, and reports of findings on critical issues.

#### Critical Incidents/Child Deaths

- Review any incidents resulting in critical injury to a child while under the supervision of the Community-Based Care agency; and
- Review official death reports when a child, for any reason, dies while under the supervision of a Community-Based Care agency; and
- Participate in local Child Death Review Teams organized by the Department of Children and Families (“DCF”); and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding each critical incident or death.

#### Community-Based Care Lead Agency Performance Monitoring

- Assist the Family Safety Alliance and DCF as it monitors the performance of the lead agency and its subcontractors; and
- Request records, through the DCF or directly from the Community-Based Care agency and its contract providers, as necessary to monitor their performance and to confirm all available measures have been taken to insure the comfort, health, and welfare of the children in their care; and
- Prepare a summary of findings for the Family Safety Alliance and each County representative regarding performance monitoring.

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#### Systemic Concerns/Emerging Issues

- Receive, evaluate, mediate, and attempt to informally resolve legitimate concerns and complains from persons affected by the quality of child welfare services being provided to children in the community; and
- Collect independent data on Community-Based Care agency staffing related issues, such as caseloads, turnover, work hours and conditions, training needs, salary concerns, quality of supervision; and
- Collect and review data on children’s placement changes, multiple placements, placements outside of the county of origin, and runaways; and
- Collect and review data on the availability and accessibility of services in the community to allow families to fulfill the tasks on the case plan; and
- Sponsor confidential surveys, when necessary, with sectors of the local child welfare system to identify system concerns or issues related to the quality of services being provided to children and the efficiency of the local child welfare system; and
- Identify emerging issues that impact the child welfare system and take the lead in establishing community workgroups and/or committees to resolve or improve issues.

#### Research of Best Practices

- Research and develop recommendations for engaged entities, the Community-Based Care agency, Department of Children and Families, and the Family Safety Alliance regarding current evidence-based practices and the potential implementation of those practices within the Twelfth Judicial Circuit of Florida.

#### New Initiatives

- Assist in the implementation and facilitation of new pilot initiatives for the Twelfth Judicial Circuit in an effort to enhance and improve the quality of the child welfare system of care; and
- Coordinate community and statewide resources needed to carry out the necessary action steps.

#### Required Reporting

- Child Deaths—Report the circumstances of the death to the Family Safety Alliance and appropriate community leaders in a timely manner; and
- Report findings and recommendations, when appropriate, to each County representative, the public, the Community-Based Care agency, the Secretary of DCF, legislators, community leaders, and other interested parties; and
- Provide an annual in-person presentation on the child welfare system and the progress of the Systems Advocate Program to the following: Manatee

County Board of County Commissioners, Children's Services Advisory Board of Manatee County, and the Sarasota County Human Services Advisory Council and/or the Sarasota County Board of County Commissioners, by June 30, 2019. The report shall provide information pertinent to the County or Advisory Board being addressed, including, but not limited to, the following:

- o Status of the Family Safety Alliance and implementation of the strategic plan;
- o Summary of findings on critical injuries or child deaths;
- o Summary of findings on performance monitoring;
- o Emerging issues and summary of findings on systemic concerns; and
- o Update on new initiatives and use of best practices.

**ARTICLE 6. LIMITATIONS OF LIABILITY.**

Manatee and Sarasota shall not be liable to any person, firm or corporation that contracts with the Agency to provide goods and/or services associated with the Program. Nor shall either county be liable to any person, firm or corporation for claims against the Agency or any debts incurred by the Agency.

**ARTICLE 7. NOTICES.**

All notices, requests, authorizations, and any other communications under this Agreement, unless otherwise specified, shall be in writing and delivered by hand or mailed through the U.S. Mail, addressed as follows:

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

If by hand delivery: Same

If mailed to Manatee: Manatee County Neighborhood Services Department  
Attn: Director  
P.O. Box 1000  
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department  
Attn: Director  
1112 Manatee Avenue West, Suite 510  
Bradenton, FL 34205

If to Sarasota: Sarasota County Human Services

Attn: Public Health Services Manager-Human Services  
2200 Ringling Boulevard, Suite 221  
Sarasota, FL 34237

**ARTICLE 8. AMENDMENT AND MODIFICATION.**

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.



**ARTICLE 9. TERMINATION.**

- a. *Termination without cause.* This Agreement may be terminated by any Party without cause by providing all Parties a written “Notice of Intent to Terminate” thirty (30) days prior to the date of termination.
- b. *Termination for cause.* This Agreement may be terminated by Manatee or Sarasota for Agency’s failure to comply with the terms of this Agreement. Termination shall be effective upon delivery of the written notice to the Agency.
- c. *Effect of expiration or termination of Agreement.* Upon expiration or termination of this Agreement, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency’s final request for payment and other documents required shall be submitted within thirty (30) calendar days after termination of this Agreement. Manatee and Sarasota shall not be responsible for any charges, claims or demands not received within this thirty (30) day period.

**ARTICLE 10. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 11. DISPUTE RESOLUTION.**

This Agreement is not subject to Chapter 164 of the Florida Statutes. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**ARTICLE 12. SEVERABILITY.**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof and shall be confined solely to the paragraphs involved in such decision.

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

**FLORIDA DEPARTMENT OF HEALTH  
IN SARASOTA COUNTY**

By: \_\_\_\_\_

Name: Charles H. Henry

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SARASOTA COUNTY**

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

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Official Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney

ATTEST:  
ANGEL COLONNESO,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**MANATEE COUNTY**

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

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

**EXHIBIT 1  
MANATEE COUNTY  
REQUEST FOR PAYMENT**

**AGENCY:** DEPARTMENT OF HEALTH

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

2200 Ringling Boulevard, Sarasota, FL 34237

**PROJECT #:** 104-0015002-582000

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$41,000	\$	\$

**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	\$41,000				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

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



**EXHIBIT 2  
SARASOTA COUNTY  
REQUEST FOR PAYMENT**

**AGENCY:** DEPARTMENT OF HEALTH

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

2200 Ringling Boulevard, Sarasota, FL 34237

**PROGRAM:** SYSTEMS ADVOCATE

**PAYMENT REQUEST FOR MONTH OF:** \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$41,000	\$	\$

**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	\$41,000				%	%

**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 IN BLUE INK AND 2 PHOTOCOPIES OF EACH REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

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