

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Status of Funding from Sumter County to DCF for the provision of Substance Abuse and Mental Health Services Local Match Requirement (For Information Only)

**REQUESTED ACTION:**

Work Session (Report Only)    **DATE OF MEETING:** 6/12/2012  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:**

Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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**HISTORY/FACTS/ISSUES:**

On January 4, 2012, Mr. Jon Cherry (Lifestream), Ms. CarolAnn Duncan (DCF Contact per Statute) and two of her subordinates, the Sumter County Attorney, the Lake County Administrator, and I met to discuss and expeditiously work towards compliance with the Attorney General Opinion (AGO) related to Sumter and Lake's local match obligation.

The points for discussion and action were as follows:

1. The funding contract between Sumter County and Lifestream concluded 12/31/11 and per the AGO, Lake and Sumter County are required to remit to the State of Florida (DCF) and not to Lifestream.
2. Lake County planned to continue to provide funds through their current fiscal year to Lifestream.
3. Sumter County will comply with the AGO and not provide funding directly to Lifestream but is ready to pay its portion of the local match when it is determined between DCF, Lake, and Sumter County.
4. The AGO is clear that Lake and Sumter County are required to have input and approve the plan of services. There is no plan per DCF just the contract.
5. Lake and Sumter County agreed that the contract could serve as the plan; however, that would required DCF to allow Lake and Sumter County input and approval of the contract.
6. DCF was requested to determine if the State of Florida had no objection to Lake and Sumter County executing the DCF contract with the provider (Lifestream). DCF to research and respond prior to moving forward with the next meeting.
7. It was determined that the details of the actual local match costs would be determined after the contract was concluded to be the plan with Lake and Sumter County's participation in the development of the same.
8. It was noted that the DCF contract with Lifestream had several inconsistencies and conflicts with the AGO.

It was not until May 18, 2012 that DCF was able to respond and meet. At this meeting Ms. CarolAnn Duncan (DCF) , stated to Community Services Director (Lake County) and me that DCF was unwilling to allow Lake and Sumter County to participate in the input and approval of the DCF contract with its provider (Lifestream).

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1. This determination is in direct conflict with Lake and Sumter County having input and approval of the "plan" which by DCF's own admission is the contract.
2. It was concluded that Ms. Duncan (DCF) would put the DCF attorney in contact with me to have another meeting to discuss their non-compliance with the AGO and statute.
3. Lake County stated that they will continue to contract with Lifestream and provide them money regardless of the amount or their obligation to only meet the local match requirement.
4. Sumter County stated great appreciation for Lake County's willingness to support all and more than the local match required by statute.
5. DCF posed the question that if Lake County was making all of the local match then Sumter County would no longer be a problem for her. Outside of the input and approval of the plan, I stated that we would welcome such an arrangement. Lake County was uncertain of their next step or position.
6. I stated that I would not budget funds to DCF for their contract with Lifestream until it is demonstrated that Lake County and all of the other local match revenues warrant Sumter County's financial participation.

I have not heard from Ms. Duncan (DCF) or the DCF Attorney related to scheduling the next meeting to focus on resolving DCF's conflict with statute and the AGO.

Attached is a memorandum from the Monroe County Attorney to the Monroe County BOCC regarding the expanse of what should be considered local match.

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