

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

J18

SUBJECT	FY 01/02 NON-PROFIT AGENCY FUNDING AGREEMENT	TYPE AGENDA ITEM	CONSENT
DATE REQUESTED	NOVEMBER 6, 2001	DATE SUBMITTED/REVISED	OCTOBER 26, 2001
BRIEFINGS?/WHO?	NONE	CONSEQUENCES IF DEFERRED	DELAY IN AGENCY RECEIVING REIMBURSEMENT FOR SERVICES
DEPARTMENT/DIVISION	COMMUNITY SERVICES HUMAN SERVICES	AUTHORIZED BY TITLE	FREDERICK J. LOVELAND DIRECTOR <i>OK for 792 10/23/01</i>
CONTACT PERSON TELEPHONE/EXTENSION	ELAINE MAHOLTZ/JIM ENGELHARDT X3030	PRESENTER/TITLE TELEPHONE/EXTENSION	CHERI CORVEA, X3030 HUMAN SERVICES MANAGER
ADMINISTRATIVE APPROVAL	<i>OK for E Padgett 10/31/01</i>		

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE FY 01/02 NON-PROFIT AGENCY GENERAL REVENUE FUNDING AGREEMENT FOR THE TIME PERIOD OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002 WITH THE FOLLOWING NON-PROFIT AGENCY:

AGENCY	PROGRAM	AMOUNT
DEAF SERVICE CENTER OF MANATEE/SARASOTA	INTERPRETER TRAINING AND ADVOCACY	\$34,898
		\$28,552

ENABLING/REGULATING AUTHORITY

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

13.1.4 EFFICIENCY IN SERVICE DELIVERY

BACKGROUND/DISCUSSION

• SEE PAGE 2

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) NO

1) IF "NO" TO ABOVE,

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

FORM OF AGREEMENT REMAIN THE SAME AS IN PREVIOUS YEAR

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT: 2000

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION? **APPROVED IN OPEN SESSION**

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (if comments were verbal, so indicate.)

NOV 06 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

BC20011106DOC034

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
TWO COPIES OF AGREEMENT	ONE FULLY EXECUTED AGREEMENT TO BOARD RECORDS ONE FULLY EXECUTED AGREEMENT TO COMMUNITY SERVICES ✓
COST \$63,450	SOURCE (ACCT# & NAME) 001.0950012.582000
COMMENTS N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A

BACKGROUND/DISCUSSION

- 9/13/01 BOARD ADOPTED FY 01/02 BUDGET THAT INCLUDED FUNDING FOR NON-PROFIT AGENCIES.
- FY 01/02 AGREEMENT IS NEEDED AT THIS TIME TO PROVIDE APPROPRIATE FUNDING MECHANISM AND SERVICE LEVEL ACCOUNTABILITY FOR CURRENT FISCAL YEAR. AGENCY PROGRAMS ARE FUNDED THROUGH GENERAL REVENUE.
- AGREEMENT SPECIFIES THAT AGENCY MUST SUBMIT OR HAVE AVAILABLE FOR REVIEW, AMONG OTHER ITEMS, COPIES OF BOARD MINUTES, PROOF OF APPROPRIATE INSURANCE, AND AN AUDIT OF THE AGENCY.
- SPECIAL CONDITIONS PROVIDE FOR AGENCY-SPECIFIC CONTRACT REQUIREMENTS.
- DESIGNATED AGENCY RECEIVES A MINIMUM OF ONE COMPLETE ANNUAL PROGRAM REVIEW AND MONTHLY DESK REVIEWS ARE ALSO CONDUCTED. AGENCY MAY BE VISITED MULTIPLE TIMES THROUGHOUT THE CONTRACT YEAR BY COMMUNITY SERVICES DEPARTMENT STAFF MEMBERS.
- AGENCY IS PAID MONTHLY FOR PROVISION OF SPECIFIED SERVICE AND MUST MAKE AVAILABLE DOCUMENTATION SUPPORTING PERFORMANCE OF REPORTED NUMBER OF UNITS OF SERVICE AS DEFINED WITHIN AGREEMENT.

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Deaf Service Center of Manatee/Sarasota, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency."


NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" — Program Description
Attachment "B" — Payments
Attachment "C" — Special Conditions
Attachment "D" — Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed \$63,450 in accordance with Attachment B for the provision of the Program. Agency has been advised that no agent or employee of the County may authorize an increase in the above amount as evidenced by the initials of agency's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners. 

ARTICLE 4: 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, 2001 and ending on September 30, 2002. 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 the mutual agreement of the parties for additional terms of one (1) year. Such renewal shall be by Addendum to Article 4.A, Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County 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. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with 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 to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. 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 DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC.
ATTN: EXECUTIVE DIRECTOR
5107 14TH STREET WEST
BRADENTON, FL 34207**

**If by hand delivery: 5107 14TH STREET WEST
BRADENTON, FL 34207**

**If mailed to County: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
ATTN: DIRECTOR
P. O. BOX 1000
BRADENTON, FL 34206**

**If by hand delivery: MANATEE COUNTY COMMUNITY SERVICES DEPARTMENT
1112 MANATEE AVENUE WEST
SUITE 303
BRADENTON, FL 34205**

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In Cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, Agency shall submit an audited financial statement, not more than two years old, from an independent certified public accountant registered in the State of Florida. The submission of an audit by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Agency covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

C: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Agency.

D: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Manatee County, therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

F: NON-ASSIGNABILITY. Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: AGENCY'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

H: AGENCY'S DIRECTORS. Agency agrees that paid staff shall not be a voting or elected member of the Agency's Board of Directors.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Agency expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Commercial general liability insurance shall be carried in an amount not less than \$500,000 aggregate. Upon due notice from County, Agency shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of County's Representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with County's Representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

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, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Donna L. Jones

Print Name: Donna L. Jones

Sign Name: Anita R. Worley

Print Name: ANITA R WORLEY

AGENCY

By: Sharon S. Wiblehouse

Print Name: Sharon S. Wiblehouse

Title: EXECUTIVE DIRECTOR

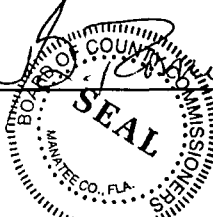
Phone Number: 758-2539

Date of Execution: 10/10/01

COUNTY

ATTEST: R. B. SHORE

CLERK OF THE CIRCUIT COURT

By: [Signature]


COUNTY OF MANATEE, FLORIDA

by and through its

Board of County Commissioners

By: [Signature]
JOE McCLASH, CHAIRMAN

Date of Execution: November 6, 2001

ATTACHMENT A1

PROGRAM DESCRIPTION

DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC. INTERPRETER SERVICES

- A. **Service Description:** Agency shall provide Interpreter Services utilizing American Sign Language and oral interpretation hereafter "Program" to facilitate communications between deaf or hard of hearing residents of Manatee County and non profit agencies or physicians (to include a hospital, hearing clinic, etc.) situated within Manatee County, seeking assistance in communicating with the hearing impaired hereafter "Clients."

Services shall be targeted to Clients eighteen (18) years of age and older, and no more than nineteen (19) unduplicated Clients age seventeen (17) and under during the term of this Agreement.

- B. **Unit of Service:** A Unit of Service shall be defined as the provision of one session of Interpreter Service by an Agency sponsored Interpreter.
1. A deaf or hard of hearing Client in receipt of Interpreter services shall be counted as one unit of service.
 2. When more than one deaf or hard of hearing Client is in receipt of the same Interpreting service, each may be claimed as a Unit of Service.
 3. A representative of a non-profit agency or physician (to include a hospital, hearing clinic, etc.) participating in Interpreting services rendered to a deaf or hard of hearing client may be claimed as a Unit of Service.

ATTACHMENT B1

PAYMENTS

DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC. INTERPRETER SERVICES

A) Agency shall be paid by the County an amount not to exceed \$34,898 for the Program as specified below:

- 1) Agency shall provide 800 units of service, during the term of the Agreement. Agency shall be paid by the County in the amount of \$43.63 for each unit of service provided in accordance with Article I, Attachment A1 and documented in accordance with Article III, Attachment B, Section 3.**
- 2) Agency shall be paid monthly for the actual number of units of service it has provided, however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:**

October	\$ 2,908	April	\$ 20,356
November	\$ 5,816	May	\$ 23,264
December	\$ 8,724	June	\$ 26,172
January	\$ 11,632	July	\$ 29,080
February	\$14,540	August	\$ 31,988
March	\$17,448	September	\$ 34,898

- 3) Agency shall submit all Requests for Payment, as described in Exhibit 1 to this Attachment, to the County by the fifteenth (15) of each month.**
- 4) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.**

EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT

NON-PROFIT AGENCIES

AGENCY: DEAF SERVICE CENTER OF MANATEE/SARASOTA

PROJECT NUMBER: _____

SERVICE: INTERPRETER SERVICES

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
	\$34,898	\$	\$

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
\$43.63	800				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Report identifying clients (Agency/Individual), specifying those age 17 and under, and number of units of service provided, by Client for report 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

HSD CONTRACT MANAGER: _____ **DATE:** _____

ATTACHMENT A2

PROGRAM DESCRIPTION

DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC. TRAINING AND ADVOCACY SERVICES

- A. **Service Description:** Agency shall provide Training and Advocacy Services hereinafter "Program", for hearing and deaf or hard of hearing residents of Manatee County hereafter "Clients." The Program shall include promoting equal access for Clients; providing the hearing community with the tools and training necessary to respond to the specialized needs of the deaf and hard of hearing; distribution and training in the use of assistive devices such as Telecommunications Devices for the Deaf (TDD), close captioned machines, volume control telephone and audible/visual ring signalers; classes in Sign Language and specialized workshops targeted to the needs of the deaf or hard of hearing including General Educational Development, Money Management, Wellness and Nutrition, Self-Esteem Building and Job Skills Training. With prior written approval of County Representative, other specialized classes may be offered under the terms of this Agreement.

Services shall be targeted to Clients eighteen (18) years of age and older, and no more than one hundred one (101) unduplicated Clients age seventeen (17) and under during the term of this Agreement.

- B. **Unit of Service:** A Unit of Service shall be defined as the provision of one hour of Training/Advocacy Services, provided to one Client. Where this service is limited to Advocacy, only the requestor of the service may be claimed. Units of service shall be rounded to the nearest quarter hour.

ATTACHMENT B2

PAYMENTS

DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC. TRAINING AND ADVOCACY SERVICES

A) Agency shall be paid by the County an amount not to exceed \$28,552 for the Program as specified below:

- 1) Agency shall provide 4,900 units of service, during the term of the Agreement. Agency shall be paid by the County in the amount of \$5.83 for each unit of service provided in accordance with Article I, Attachment A2 and documented in accordance with Article III, Attachment B2, Section 3.**
- 2) Agency shall be paid monthly for the actual number of units of service it has provided, however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:**

October	\$ 2,379	April	\$16,653
November	\$ 4,758	May	\$19,032
December	\$ 7,137	June	\$21,411
January	\$ 9,516	July	\$23,790
February	\$11,895	August	\$26,169
March	\$14,274	September	\$28,552

- 3) Agency shall submit all Requests for Payment, as described in Exhibit 1 to this Attachment, to the County by the 15th of each month.**
- 4) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.**

EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT

NON-PROFIT AGENCIES

AGENCY: DEAF SERVICE CENTER OF MANATEE/SARASOTA

PROJECT NUMBER: _____

SERVICE: TRAINING AND ADVOCACY SERVICES

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
\$	\$28,552	\$	\$

SECTION 2: CLIENT SERVICES

(1)	(2)	(3)	(4)	(5)	(6)	
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL (PRIOR)	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$5.83	4,900				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Report identifying clients (Agency/Individual), specifying those age 17 and under, and number of units of service provided by Client for report 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

HSD CONTRACT MANAGER: _____ **DATE:** _____

ATTACHMENT C

SPECIAL CONDITIONS

DEAF SERVICE CENTER OF MANATEE/SARASOTA, INC. INTERPRETER TRAINING & ADVOCACY

1. Agency shall provide by the 15th of the month one copy of a report reflecting the following information from the report term:
 - A. Anticipated difficulties meeting contractual requirements by the end of the contract year;
 - B. One copy of Board of Director's minutes and financial, staff and committee reports referenced in Board of Director's minutes;
 - C. Number of unduplicated clients served by the Program. An unduplicated Client as defined in Attachment A1 and A2, shall be counted only once during the term of this Agreement;
 - D. Changes in the Composition of the Board of Directors; and
 - E. Changes in staff which are different from Agency's proposal for funding. (Include staff vacancies or changes in staff which effect the Program).
2. Agency shall provide the Programs at the following locations and during the following hours:

Location:	<ul style="list-style-type: none">● Agency Main Office 5107 14th Street West Bradenton, FL 34207● Community Settings
Hours of Service:	<ul style="list-style-type: none">● Monday through Friday 8:30 a.m. - 4:30 p.m. (Excluding Holidays)● Available at other times as determined by Agency.
3. Quarterly, Agency shall submit to County a report, in a form provided or approved by County's representative, displaying for the Programs and Agency current quarter and year-to-date revenue by source and expenditures by line item. Such reports shall be submitted by the 30th of the month during each of the following months: January, April, July, and October.
4. Agency shall maintain a list of all client names, ages, and addresses served through this Agreement, and shall make such list available, if requested by County's representative.
5. Because the services provided by Agency are funded in part by the County, Agency shall upon request by County's representative require that an acknowledgement and release to the County be signed by clients receiving services and by the guardian, if applicable, for such Agency records which may be required by the County for purposes of monitoring and evaluating services. Agency shall advise clients and guardian that Agency records relating to the Program may be public records under Chapter 119, Florida Statutes.

6. All forms referenced in this Agreement not attached herein shall be provided or approved by County's representative and shall be completed and submitted by Agency to County.
7. Notwithstanding the provisions of Article 7, Paragraph E, Agency may retain subcontractors to provide the services described in Attachment A1 and A2, provided however, all subcontracts related to the performance of services shall be subject to all provisions of this Agreement. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract. Upon request by County representative, Agency shall make available records related to any particular subcontract. The County representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. Any approval granted by the County representative does not alter the obligation of the Agency to fulfill all terms of this Agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.
8. With respect to any portion of the Program described in Attachments A1 and A2 of this Agreement, any single Program may be terminated by either party pursuant to Article 5, of this Agreement, with all other terms and conditions of this Agreement remaining in full force and effect during the term of this Agreement with respect to all other portions of the Program.
9. Agency shall not count as a unit of service those Interpreter or Training/Advocacy Services provided to Departments under the auspices of the Manatee County Board of County Commissioners.
10. Units of service claimed in the Interpreter or Training/Advocacy Programs shall not additionally be claimed also in the other Program.
11. Agency shall maintain tax exempt status under the Internal Revenue Code.
12. For the Interpreter Program, Agency shall maintain full compliance with the evaluated level of competency for interpreters as prescribed by State Quality Assurance, the Registry of Interpreters for the Deaf, or the Deaf Service Center of Manatee/Sarasota, Inc.
13. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.
14. County shall have the option to review results of prior Agency issues.
15. Agency shall continue to pursue additional funding options during the term of the Agreement.
16. County shall provide technical assistance to Agency through the term of the Agreement.
17. Agency shall actively participate in training provided pertaining to Program Outcome Measurement (POM) , either by County and/or other providers, and shall provide proof of training upon request. Agency shall identify and document POM activities as requested and complete required forms and/or documents as requested by County representative.
18. Agency representative shall as reasonably as possible attend and participate in meetings regarding County funding, as requested by County representative.
19. Agency Board of Directors shall include a minimum of one voting member who is a Manatee County resident. Agency shall provide written explanation to County Representative if unable to meet this Condition.
20. Upon County representative request, Agency shall provide written report and/or make verbal presentation regarding programs referenced in this Agreement to the Manatee County Citizen Accessibility Task Force.

ACORD CERTIFICATE OF LIABILITY INSURANCECSR MH
DEASE-1

DATE (MM/DD/YY)

03/09/01

PRODUCER

TROUT & LEIGH INS., INC.
P.O. BOX 1638
BRADENTON FL 34206-1638

Commercial Lines

Phone No. 941-748-1641 Fax No. 941-748-1644

INSURED

Deaf Service Ctr of Manatee
5107 14th Street West
Bradenton FL 34207

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

Auto Owners Ins. Co.

COMPANY

B

Associated Industries Ins. Co.

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	92-166-489-00	02/21/01	02/21/02	GENERAL AGGREGATE \$ 500000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 500000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 500000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500000
					FIRE DAMAGE (Any one fire) \$ 50000
					MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY	RECEIVED MAR 12 2001 MANATEE COUNTY COMMUNITY SERVICES			COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	972316566	04/01/00	04/01/01	WC STATUTORY LIMITS \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 100000
					EL DISEASE - POLICY LIMIT \$ 500000
					EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(GENERAL LIABILITY ONLY) MANATEE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS NAMED AS ADDITIONAL INSURED. (WORKERS COMP ONLY) 30 DAYS
NOTICE OF CANCELLATION

CERTIFICATE HOLDER

MC01031

Manatee County, a Political
Subdivision of the State of FLA.
Attn: Jim Englehart
P.O. Box 1000
Bradenton FL 34206-1000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY FOR ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Commercial Lines