

**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 Manatee County Rural Health Services, 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 \$288,245 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, 2009 and ending on September 30, 2010. 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.

s:\Health\MCRHS Bach Center

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 thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

C. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

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: **MANATEE COUNTY RURAL HEALTH SERVICES, INC.
ATTN: PRESIDENT/CEO
P.O. BOX 499
PARRISH, FLORIDA 34219**

If by hand delivery: **12214 U.S. HIGHWAY 301 NORTH
PARRISH, FLORIDA 34219**

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. Either party may designate a different recipient or address by written notice to the other party.

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's Representative all necessary information, records and contracts required by this Agreement as requested by County's Representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. 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.

iv. 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 as requested.

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, and that its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, Agency agrees that no current officer or employee of County may serve on its governing board.

I: OTHER OBLIGATIONS OF AGENCY.

i. Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. 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.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency shall maintain and follow current Bylaws which shall establish the policies of the Agency. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto.

vi. Unless otherwise notified in writing by the County's Representative, or designee, Agency shall enroll or update Agency's Program as a service resource in the following:

United Way 211 Manasota
Whole Child Project Manatee
Tapestry

vii. Agency shall participate in the Resource Development Training Program provided by the County. Additionally, Agency agrees to pursue additional funding options during the term of this Agreement and shall document such efforts as required by the County's Representative, or designee.

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 \$1,000,000 aggregate.

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. Upon request by the County's Representative, Agency shall promptly provide County with copies of any underlying endorsements. 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 the 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 the 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 the 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.

AGENCY

WITNESSES:

Sign Name: [Signature]
Print Name: Sylvia S Camarena
Sign Name: [Signature]
Print Name: Melissa Anguiano

By: [Signature]
Print Name: Walter L Prosha Sr.
Title: President & CEO
Phone Number: 941-776-4000
Date of Execution: 1-5-10

COUNTY

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

By: [Signature]
DEPUTY CLERK



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

By: [Signature]
CHAIRMAN

Date of Execution: 1/12/2010

**ATTACHMENT A
PROGRAM DESCRIPTION**

**MANATEE COUNTY RURAL HEALTH SERVICES, INC.
HIV/AIDS TREATMENT**

SERVICE DESCRIPTION:

Agency shall operate a Clinic , hereinafter "Clinic", to provide initial and ongoing medical and dental treatment on an outpatient basis and in accordance with Agency designed protocols, hereinafter "Program", primarily to persons with HIV/AIDS who are Manatee County residents age 18 and over, hereinafter "Clients."

The Agency shall utilize the sliding fee scale represented in Exhibit 1 to Attachment C to determine the patient's ability to pay for services. The income levels noted in Exhibit 1 shall be automatically updated in accordance with the Federal Poverty Levels as published in the Federal Register. Agency shall not deny service due to a patient's inability to pay.

Within current statutory regulations and Agency policy regarding confidentiality and release of medical information, Agency shall provide to the Inmate Health Care Provider at the Manatee County Sheriff's Office medical facilities, all medical information necessary for the health and welfare of patient inmates. Agency shall coordinate services with Inmate Health Care Provider to promote continuity of care for said patient inmates.

**ATTACHMENT B
PAYMENTS**

**MANATEE COUNTY RURAL HEALTH SERVICES, INC.
HIV/AIDS TREATMENT**

Agency shall be paid by County an amount not to exceed \$288,245 for the program as specified below:

1. Agency shall operate a clinic during the term of this Agreement. Agency shall be paid by the County for service provided in accordance with Attachment A and documented in accordance with Article 3, Attachment B, Section 3.
2. Payments shall be disbursed in the form of a monthly payment. Monthly payments shall be one-twelfth of the total amount specified above for service(s) provided.
3. To receive payments, Agency shall submit all Requests for Payment as described in Exhibit 1 to this Attachment B to the County by the 15th of each month for service(s) provided in the preceding month.
4. Quarterly, Agency shall provide to County Representative the average total charges to treat persons with HIV/AIDS.
5. 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.
6. Agency shall adhere to all Program and government regulations related to third party payment for patients receiving services at the clinic.

EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT
NON-PROFIT AGENCIES

AGENCY: MANATEE COUNTY RURAL HEALTH SERVICES, INC.

PROJECT NUMBER: (FOR COUNTY FINANCE USE ONLY)

PROGRAM: HIV/AIDS TREATMENT

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
\$	\$288,245	\$	\$

SECTION 2: SUPPORTING DOCUMENTATION

Attach: A report of the program's monthly and year-to-date revenue by source and expenditure by line item to include percent of the annual budget expended. Agency's annual clinic budget is attached hereto as Exhibit 2 to Attachment B.

Agency's authorized signature below, certifying that that the clinic was operating at the location for the number of hours as identified in Attachment C to this Agreement

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**

**MANATEE COUNTY RURAL HEALTH SERVICES, INC.
HIV/AIDS TREATMENT**

1. Agency shall provide by the 15th of each month one copy of the following information from the report period:
 - A. Anticipated difficulties meeting contractual requirements by the end of the contract year;
 - B. One copy of Clinic Advisory Committee minutes;
 - C. Number of unduplicated clients served under the Program. An unduplicated client as used herein and defined in Attachment A, to this Agreement;
 - D. Changes in the Board of Director's composition; and
 - E. Changes in staff which differs from Agency's proposal for funding or has changed during the contract term. (Include staff vacancies or changes which affect the Program). Through this report Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Agency.

2. Agency shall provide Program at the following locations and during the following hours:

Location:	Medical Treatment:	2703 19 th Street Court East Bradenton, Florida 34208
	Hours of Service:	Minimum of 8 hours per day Monday through Thursday Minimum 4 hours Friday, excluding holidays
	Dental Treatment:	1312 Manatee Avenue East Bradenton, Florida 34208
	Hours of Service:	By appointment Walk-in as determined by Agency

3. No later than thirty (30) days after the commencement of the agreement, Agency shall submit to the County's Representative a report format for submission of quarterly expenditures and revenues for the Program. At a minimum the report shall provide quarterly and year-to-date revenue (by source) and expenditures (by line item). County Representative shall have the authority to determine the final acceptable format of the report and notify the Agency. 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 and addresses served through this Agreement, and shall make such list available, if requested by the County's Representative. County's Representative has the authority to request client information for County's periodic reviews, site visits or annual monitoring. County's Representative shall have the authority to approve the final format of the list.
5. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to

any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use. To facilitate the maximum amount of client privacy during any record review, the County's Representative shall endeavor to review records on sight without taking custody of them. To the extent possible, Agency shall alert the County's Representative to information in records produced under this provision which it believes should be kept confidential under any applicable law or regulation. The Agency agrees to cooperate with County in asserting any records exemptions, and to this end will execute any agreements with the County as may be required under the federal Health Insurance Portability and Accountability Act (HIPAA) so as to permit transmission of Personal Health Information covered by that law. County's Representative may waive this requirement for group educational and similar programs.

6. When applicable, Agency shall utilize Client fee schedule/Sliding fee scale/Scholarship policy, as described in Exhibit 1 to this Attachment, for any Client receiving services as a result of the Program. In such instances, Agency shall receive written consent of the County's Representative, or designee, prior to implementing any revisions to Exhibit 1 to this Attachment. Such written consent shall not be unreasonably withheld. If at the time of the execution of this Agreement, Agency does not impose fees on any Client receiving services as a result of the Program, Agency shall receive written consent of the County's Representative, or designee, prior to charging fees. Such written consent shall not be unreasonably withheld.
7. Agency shall maintain program files and/or individual client files reflecting services provided. No later than thirty (30) days after the commencement of the Agreement, Agency shall provide the County's Representative with a sample list of file contents. County's Representative shall have the authority to accept or request changes to the list of file contents. County's Representative shall have the option of reviewing the contents of the files.
8. Article 7.H shall not apply to Agency's Attorney. This condition shall supersede the requirements in the Agreement.
9. An audited financial statement, not more than two years old, from an independent certified public accountant registered in the State of Florida, shall be made available for review by Agency to County's Representative upon request. Any financial information submitted by Agency pertaining to this Agreement, including application filed prior to entering into this Agreement, 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 all financial information provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement. 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. This condition shall supersede and replace Article 7.A.iii, of this Agreement.
10. Notwithstanding the provisions of Article 7, Paragraph E, Agency may retain subcontractors to provide the services described in Attachment A, 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 the County's Representative, Agency shall make available records related to any particular subcontract. The County's 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's 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PS
MANCR-1

DATE MM/DD/YYYY
04/09/09

PRODUCER
Bradenton Insurance, Inc.
1400 Ballard Park Drive West
Bradenton FL 34205-6719
Phone: 941-748-0511 Fax: 941-748-6444

INSURED
Manatee County Rural Health
Services Inc.
P O Box 499
Parrish FL 34219

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.

INSURERS AFFORDING COVERAGE

INSURER A	Westfield Insurance Co	NAIC #	24112
INSURER B	Bridgefield Employers Insur Co		
INSURER C			
INSURER D			
INSURER E			

COVERAGES

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, IT MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CMM3560366	04/01/09	04/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MLD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OF AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MANATEE COUNTY COMMUNITY SERVICES CMM3560366	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY FA ACC \$ A-1-1-1 \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CMM3560366	04/01/09	04/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PERSONNEL OF INSURED OFFICER/ MEMBER EXCLUDED? CLASSIFICATION CODE: SPECIAL PROVISIONS:	830-27280	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER PER EL EACH ACCIDENT \$ 100000 FL DISEASE - FA EMPLOYEE \$ 100000 FL DISEASE - POLICY LIMIT \$ 500000

RECEIVED
APR 13 2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is an additional insured for general liability

CERTIFICATE HOLDER

CANCELLATION

MANAT-3

Manatee County a Political
Subdivision of the State of FL
Attn: Human Services, Floor 3
P.O. Box 1000
Bradenton FL 34205

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

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

**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 Manatee County Rural Health Services, 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 \$255,030 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, 2009 and ending on September 30, 2010. 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.

s:\Health\MCRHS Primary and OB Care

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 thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

C. In the event that this Agreement encompasses multiple programs (Attachment A1, A2 etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

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: **MANATEE COUNTY RURAL HEALTH SERVICES, INC.**
 ATTN: PRESIDENT/CEO
 P.O. BOX 499
 PARRISH, FLORIDA 34219

If by hand delivery: **12214 U.S. HIGHWAY 301 NORTH**
 PARRISH, FLORIDA 34219

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. Either party may designate a different recipient or address by written notice to the other party.

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's Representative all necessary information, records and contracts required by this Agreement as requested by County's Representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. 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.

iv. 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 as requested.

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, and that its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, Agency agrees that no current officer or employee of County may serve on its governing board.

I: OTHER OBLIGATIONS OF AGENCY.

i. Agency shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. 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.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency shall maintain and follow current Bylaws which shall establish the policies of the Agency. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto.

vi. Unless otherwise notified in writing by the County's Representative, or designee, Agency shall enroll or update Agency's Program as a service resource in the following:

United Way 211 Manasota
Whole Child Project Manatee
Tapestry

vii. Agency shall participate in the Resource Development Training Program provided by the County. Additionally, Agency agrees to pursue additional funding options during the term of this Agreement and shall document such efforts as required by the County's Representative, or designee.

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 \$1,000,000 aggregate.

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. Upon request by the County's Representative, Agency shall promptly provide County with copies of any underlying endorsements. 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 the 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 the 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 the 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: [Signature]
Print Name: Sylvia Scamarena
Sign Name: [Signature]
Print Name: Melissa Anguiano

AGENCY
By: [Signature]
Print Name: Walter & Prasha Sr
Title: President & CEO
Phone Number: 941-776-4000
Date of Execution: 1-5-10

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT
By: [Signature]
DEPUTY CLERK

COUNTY
COUNTY OF MANATEE, FLORIDA
by and through its
Board of County Commissioners
By: [Signature]
CHAIRMAN

Date of Execution: 1/12/2010



**ATTACHMENT A
PROGRAM DESCRIPTION**

**MANATEE COUNTY RURAL HEALTH SERVICES, INC.
PRIMARY AND OBSTETRICAL CARE SERVICES**

SERVICE DESCRIPTION: Agency shall provide the following within Manatee County (hereinafter "Program"): 1) Primary health care for Manatee County residents (hereinafter "Clients"), primary health care shall include, but not be limited to, clients accessing Agency Healthcare Centers (hereinafter "Healthcare Center" or "Clinic"), including as walk-ins and/or referrals, primarily from Manatee Memorial Hospital's (hereinafter "MMH") emergency care facilities; and 2) Obstetrical care services for uninsured Manatee County residents (hereinafter "Clients"), obstetrical care services shall include, but not be limited to, clients accessing obstetrical care services at any Agency Healthcare Center in Manatee County and/or low-income, uninsured Manatee County residents presenting themselves at MMH for urgent obstetrical care services.

Healthcare Centers shall be staffed at a minimum by a physician, advanced registered nurse practitioner, physician assistant and supported by nursing, ancillary, and clerical personnel. Program services shall be available at various Manatee County locations a minimum of eight (8) hours per day, Monday through Saturday. One Healthcare Center location shall be available each of the above days for twelve (12) hours, including Sunday availability with hours as determined by Agency.

The Agency shall utilize the sliding fee scale represented in Exhibit 1 to Attachment C to determine the patient's ability to pay for services. The income levels noted in Exhibit 1 shall be automatically updated in accordance with the Federal Poverty Levels as published in the Federal Register. Agency shall not deny service due to a patient's inability to pay.

Within current statutory regulations and Agency policy regarding confidentiality and release of medical information, Agency shall provide to the Inmate Health Care Provider at the Manatee County Sheriff's Office medical facilities, all medical information necessary for the health and welfare of patient inmates. Agency shall coordinate services with Inmate Health Care Provider to promote continuity of care for said patient inmates.

**ATTACHMENT B
PAYMENTS**

**MANATEE COUNTY RURAL HEALTH SERVICES, INC.
PRIMARY AND OBSTETRICAL CARE SERVICES**

Agency shall be paid by County an amount not to exceed \$255,030 for the Program as specified below:

1. Agency shall provide Program as described in Attachment A during the term of this Agreement. Agency shall be paid by the County for service provided in accordance with Attachment A and documented in accordance with Article 3, Attachment B, Section 3.
2. Payments shall be disbursed in the form of a monthly payment. Monthly payments shall be one-twelfth of the total amount specified above for service(s) provided.
3. To receive payments, Agency shall submit all Requests for Payment as described in Exhibit 1 to this Attachment B to the County by the 15th of each month for service(s) provided in the preceding 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.
5. Agency shall adhere to all Program and government regulations related to third party payment for patients receiving Program services.

**EXHIBIT 1
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PAYMENT**

NON-PROFIT AGENCIES

AGENCY: MANATEE COUNTY RURAL HEALTH SERVICES, INC.

PROJECT NUMBER: (FOR COUNTY FINANCE USE ONLY)

PROGRAM: PRIMARY AND OBSTETRICAL CARE 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
\$	\$255,030	\$	\$

SECTION 2: SUPPORTING DOCUMENTATION

Attach: A report of Program activities, substantially in accordance with the two (2) Page Exhibit 2 to Attachment B to this Agreement.

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: _____

B2
EXHIBIT 2
MANATEE COUNTY RURAL HEALTH SERVICES
PRIMARY CARE SERVICES

MONTHLY REPORT

REPORT MONTH: _____ **YEAR:** _____

	<u>NUMBER OF MEDICAL ENCOUNTERS</u>	<u>TOTAL NUMBER UNDUPLICATED CLIENTS</u> (NEW PATIENTS)
<u>SITE:</u>		
East Manatee	_____	
Edgar J. Price	_____	
Lakewood Ranch	_____	
Lawton Chiles	_____	
Manatee Pediatrics	_____	
Myakka City	_____	NOT REQUIRED
North Manatee	_____	TO BE REPORTED
Palmetto	_____	BY SITE
Southeast	_____	
Whole Child Pediatrics	_____	
MONTHLY TOTAL:	_____	_____
CONTRACT		
YEAR TO DATE TOTAL:	_____	_____

MONTHLY NUMBER OF MEDICAL ENCOUNTERS BY PAY TYPE:

A = MINIMUM FEE _____

B = 25% PAYMENT REQUIRED _____

**EXHIBIT 2
MANATEE COUNTY RURAL HEALTH SERVICES
OBSTETRICAL CARE SERVICES**

MONTHLY REPORT

REPORT MONTH: _____

YEAR: _____

MONTHLY TOTAL:

NUMBER OF MEDICAL ENCOUNTERS

NUMBER OF DELIVERIES

CONTRACT YEAR TO DATE TOTAL DELIVERIES

NUMBER OF UNDUPLICATED (NEW PATIENTS)

**CONTRACT YEAR TO DATE
TOTAL UNDUPLICATED**

MONTHLY NUMBER OF DELIVERIES BY PAY TYPE:

A = MINIMUM FEE

B = 25% PAYMENT REQUIRED

C = 50% PAYMENT REQUIRED

D = 75% PAYMENT REQUIRED

MONTHLY ACCESS TO CARE - AVERAGE NUMBER OF DAYS:

BETWEEN REQUEST FOR CARE AND FIRST NURSING VISIT

BETWEEN REQUEST FOR CARE AND FIRST PHYSICIAN VISIT

ATTACHMENT C

SPECIAL CONDITIONS

MANATEE COUNTY RURAL HEALTH SERVICES, INC. PRIMARY AND OBSTETRICAL CARE SERVICES

1. Agency shall provide by the 15th of each month one copy of the following information from the report period:
 - A. Anticipated difficulties meeting contractual requirements by the end of the contract year; and
 - B. Changes in the Board of Director's composition.

2. Agency shall provide Program at the following locations and during the following hours:

Location:	Various Locations within Manatee County
Hours of Service:	Minimum of 8 hours per day Monday through Saturday One Location each of the above days for 12 hours Sunday availability with hours as determined by Agency

3. No later than thirty (30) days after the commencement of the agreement, Agency shall submit to the County's Representative a report format for submission of quarterly expenditures and revenues for the Program. At a minimum the report shall provide quarterly and year-to-date revenue (by source) and expenditures (by line item). County Representative shall have the authority to determine the final acceptable format of the report and notify the Agency. 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 and addresses served through this Agreement, and shall make such list available, if requested by the County's Representative. County's Representative has the authority to request client information for County's periodic reviews, site visits or annual monitoring. County's Representative shall have the authority to approve the final format of the list.

5. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use. To facilitate the maximum amount of client privacy during any record review, the County's Representative shall endeavor to review records on sight without taking custody of them. To the extent possible, Agency shall alert the County's Representative to information in records produced under this provision which it believes should be kept confidential under any applicable law or regulation. The Agency agrees to cooperate with County in asserting any records exemptions, and to this end will execute any agreements with the County as may be required under the federal Health Insurance Portability and Accountability Act (HIPAA) so as to permit transmission of Personal Health Information covered by that law. County's Representative may waive this requirement for group educational and similar programs.

6. When applicable, Agency shall utilize Client fee schedule/Sliding fee scale/Scholarship policy, as described in Exhibit 1 to this Attachment, for any Client receiving services as a result of the Program. In such instances, Agency shall receive written consent of the County's Representative, or designee, prior to implementing any revisions to Exhibit 1 to this Attachment. Such written consent shall not be unreasonably withheld. If at the time of the execution of this Agreement, Agency does not impose fees on any Client receiving services as a result of the Program, Agency shall receive written consent of the County's Representative, or designee, prior to charging fees. Such written consent shall not be unreasonably withheld.
7. Agency shall maintain program files and/or individual client files reflecting services provided. No later than thirty (30) days after the commencement of the Agreement, Agency shall provide the County's Representative with a sample list of file contents. County's Representative shall have the authority to accept or request changes to the list of file contents. County's Representative shall have the option of reviewing the contents of the files.
8. Article 7.H. shall not apply to Agency's attorney. This condition shall supersede the requirements in the Agreement.
9. An audited financial statement, not more that two years old, from an independent certified public accountant registered in the State of Florida, shall be made available for review by Agency to County Representative upon request. Any financial information submitted by Agency pertaining to this Agreement, including any application filed prior to entering into this Agreement, serves 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 all financial information provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement. 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. This condition shall supersede and prevail over Article 7.Aiii.
10. Notwithstanding the provisions of Article 7, Paragraph E, Agency may retain subcontractors to provide the services described in Attachment A, 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 the County's Representative, Agency shall make available records related to any particular subcontract. The County's 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's 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.
11. Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with any proposal for funding to County from Agency. Annually, Agency shall submit to County an Agency report of staff trends for Agency's primary care and obstetrical care program, including turnover rates and use of temporary or subcontracted staff.
12. Annually, Agency shall submit to County the Agency Bureau of Primary Health Care Uniform Data System Report, Sections 3, 4, 6 and 7, which shall include, but not be limited to the following: a) breakdown of client numbers by age groups; b) breakdown of numbers detailing in which trimester obstetrical services first began; c) number of deliveries with and without prenatal care; and d) other statistical and/or financial information maintained by Agency, which shall be mutually agreed upon by both County representative and Agency representative. Said report shall be submitted to the County upon preparation by Agency, following the end of this Agreement.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID PS
MANCR-1

DATE MM/DD/YYYY
04/09/09

PRODUCER

Bradenton Insurance, Inc.
1400 Ballard Park Drive West
Bradenton FL 34205-6719

Phone: 941-748-0511 Fax: 941-748-6444

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.

INSURED

Manatee County Rural Health Services, Inc.
P O Box 499
Parrish FL 34219

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	Westfield Insurance Co	24112
INSURER B	Bridgefield Employers Insur Co	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC	CMM3560366	04/01/09	04/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MLD EXP (Any one Person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM3560366	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY FA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CMM3560366	04/01/09	04/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR CONTRACTOR OR EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, list below: SPECIAL PROVISIONS below	830-27280	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATE INJURY LIMITS OTHER PER EL EACH ACCIDENT \$ 100000 FL DISEASE - FA EMPLOYEE \$ 100000 FL DISEASE - EMPLOYER MIT \$ 500000
		OTHER				

RECEIVED
APR 13 2009

MANATEE COUNTY COMMUNITY SERVICES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is an additional insured for general liability

CERTIFICATE HOLDER

MANAT-3

Manatee County a Political Subdivision of the State of FL
Attn: Human Services, Floor 3
P.O. Box 1000
Bradenton FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Non-Profit Agency Funding Agreements FY2009-2010	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 12, 2009	DATE SUBMITTED/REVISED	December 31, 2009
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Delay in Agencies receiving reimbursement for services
DEPARTMENT DIVISION	Community Services Human Services	AUTHORIZED BY TITLE	Karen Windon, Deputy County Administrator
CONTACT PERSON PHONE/EXTENSION	Janice Dunbar-Smith/Lynette Miralla Ext. 3030	PRESENTER TITLE PHONE/EXTENSION	Elaine Maholtz, Human Services Manager Ext. 3030
ADMINISTRATIVE APPROVAL			

ACTION DESIRED

Authorization for the Chairman to execute two (2) Non-Profit Agency Funding Agreements for the time period of October 1, 2009 through September 30, 2010 with Manatee County Rural Health Services, in the respective amounts listed in this Agenda Memorandum, totaling \$543,275.

ENABLING/REGULATING AUTHORITY

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

11.1.4 Efficiency in Service Delivery

BACKGROUND/DISCUSSION

Continued on Page 2

COUNTY ATTORNEY REVIEW

APPROVED IN OPEN SESSION

Check appropriate box	
<input type="checkbox"/>	<p style="text-align: right; margin-right: 50px;">JAN 12 2010</p> <p>REVIEWED</p> <p>Written Comments (check one):</p> <p><input type="checkbox"/> Attached</p> <p><input type="checkbox"/> Available from Attorney (Attorney's initials):</p> <p style="text-align: right; margin-right: 50px;">BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA</p>
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input checked="" type="checkbox"/>	OTHER Standard form of agreement reviewed and approved by P. McVoy On October 22, 2008. Terms describing the service and method of payment as well as specific special conditions have been developed by Community Services without legal review.

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
Sample Agreement County Attorney Response	One of each fully executed Agreement to Board Records One of each fully executed Agreement to Community Services <i>Interoffice - Janice 1/13/10</i>
COST: \$543,275	SOURCE (ACCT # & NAME): Various Accounts
COMMENTS: None	AMT./FREQ. OF RECURRING COSTS: N/A

Background/Discussion (Continued from Page 1):

<u>Agency</u>	<u>Program</u>	<u>Amount</u>
1. Manatee County Rural Health Services, Inc.	Primary and Obstetrical Care Services	\$255,030
2. Manatee County Rural Health Services, Inc.	Bach Center HIV/AIDS Treatment	<u>\$288,245</u>
	Total	\$543,275

- During the budget public hearing held on September 15, 2009, the Board of County Commissioners approved the FY2009/2010 County budget that included funding for non-profit agencies. The programs listed above are funded through General Revenue and the Health Care Fund.
- Agency is paid monthly for provision of HIV/AIDS treatment services at the Dr. Michael C. Bach Resource Center and for provision of specified primary care and obstetrical care services at various clinic locations throughout Manatee County.
- FY2009/2010 funding agreements are needed at this time with noted agency to provide an appropriate funding mechanism for program services and for service level accountability.
- The noted agreements specify that the funding recipient must perform required specific levels of service and submit or have available for review, among other items, copies of board meeting minutes and proof of insurance and an audit or other financial review of the agency.
- Special conditions in the agreements also provide for other specific contractual obligations.
- Agency may be visited at some point during the contract year by Community Services Department Staff, and monthly desk reviews are also conducted.



Office of
**MANATEE COUNTY
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

James A. Minix, Chief Assistant County Attorney
Patricia McVoy, Senior Assistant County Attorney*
Maureen S. Sikora, Senior Assistant County Attorney*
Robert M. Eschenfelder, Assistant County Attorney
Rodney C. Wade, Assistant County Attorney*
William E. Clague, Assistant County Attorney
James R. Cooney, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney*

MEMORANDUM

Date: October 22, 2008
To: Fred Loveland, Director, Community Services Department
Thru: Tedd N. Williams, Jr., County Attorney
From: Patricia McVoy, Senior Assistant County Attorney
Re: Non-profit Agency Funding Agreement
CAO File No: 1030-173, RLS-08-306

Patricia McVoy
10-22-08

Pursuant to the above Request for Legal Services and our prior discussions, you have made some revisions to the basic form of agreement for funding non-profit agencies. This form of agreement has been used for several years. The major change that has been made is to include in the basic agreement, those matters addressed as special conditions which have become standard. These changes are acceptable and may be used in developing agreements for non-profit agency services. The agreement is not appropriate for other uses such as funding real property purchases or construction.

When presenting final agreements to the board of county commissioners, your agenda memorandum should indicate county attorney review by marking the appropriate box shown as *other*. You should write in the comments after other: Standard form of agreement reviewed and approved by P. McVoy and the date. Terms describing the service and method of payment as well as specific special conditions have been developed by Community Services without legal review.

You may from time to time wish to have this general review updated. We are always available to review a specific agreement or respond to questions you have about any special conditions.

This completes my response to your request for Legal Services. If you have any questions or if I can be of further assistance, please feel free to contact me.

PMV/jeg

cc: