

**AGREEMENT FOR
COMMUNITY CARE FOR THE ELDERLY (CCE)
PERSONAL CARE SERVICE**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and Utopia Home Care, Inc., hereinafter referred to as "the Provider", duly authorized to conduct business in the State of Florida, with offices located at 215 Second Avenue N., St. Petersburg, FL 33701.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Provider to render and perform professional services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #10-1181FL), for the selection of a provider of professional services in the manner set forth in this Agreement.

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 Provider covenants and represents to County that Provider shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

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

Attachment "A" --- Scope of Services
Attachment "B" --- Compensation and 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. Provider shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Provider has been advised that no Provider or employee of the County may authorize an increase in the above amount as evidenced by the initials of Provider's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

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 July 1, 2010 and ending June 30, 2011.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

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 ninety (90) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Provider upon determining that Provider has failed to comply with the terms of this Agreement. If Provider fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Provider withhold payment until Provider complies with the conditions or terms. The notice shall specify the manner in which the Provider has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Provider shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Provider'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 Provider: Utopia Home Care, Inc.
Attn: Robert Fritz, Vice President
215 Second Avenue N.
St. Petersburg, FL 33701

If by hand delivery: Utopia Home Care, Inc.
Attn: Robert Fritz, Vice President
215 Second Avenue N.
St. Petersburg, FL 33701

If mailed to County: Manatee County Government
Community Services Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee County Government
Community Services Department
Attn: Director
1112 Manatee Avenue West
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.

i. Provider 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. Provider shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Provider'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, Provider 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 License made by any local, State or Federal Agency. Provider 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 Provider for at least three (3) years after the termination of this Agreement.

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 Provider 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 Provider, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Provider shall obtain any licenses required to provide the Scope of Services 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 Provider.

D: CONTRACTUAL LIABILITY. The relationship of the Provider to the County shall be that of an independent Provider. Nothing herein contained shall be construed as vesting or delegating to the Provider or any of the officers, employees, personnel, Providers, or subproviders of the Provider 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 Provider in connection with the Scope of Services or for debts or claims accruing to such parties. Provider shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBPROVIDERS. Provider agrees that the Scope of Services shall be provided by employees of Provider and not by subproviders. 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 Provider's Scope of Services.

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

G: PROVIDER'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Provider shall provide the County with a list of representatives authorized to act on behalf of the Provider.

ARTICLE 8: INDEMNIFICATION. Provider shall indemnify, keep and save harmless the County, its Providers, 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 Scope of Services 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 Provider or its employees, or of the subproviders or its employees, if any. Provider 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 Provider shall, at its own expense, satisfy and discharge the same. Provider expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Provider, 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 Provider'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 Provider at the above listed address. Upon receipt of notice, Provider, 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 Provider 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 Provider, the Provider shall, at the Provider'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. Upon due notice from County, Provider 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 Provider 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 Provider 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. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Provider for any services provided or for any costs associated with Provider's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Director, Community Services Department or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Provider'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 Contract Administrator shall be referred to the Purchasing Manager 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 for Community Care for the Elderly (CCE) Personal Services to be duly executed, in duplicate, by their authorized representatives.

UTOPIA HOME CARE, INC.

By: _____

Print Name: Rosary C. Galt

Title: sq.

Date: July 21, 2012

MANATEE COUNTY GOVERNMENT

By: Karen Windon for the County

Print Name: KAREN WINDON

Title: DEPUTY COUNTY ADMINISTRATOR

Date: 6/30/10

ATTACHMENT "A" - SCOPE OF SERVICES

I. General Scope of Service

- A. The Scope of Service is contingent upon the availability of funds from the West Central Florida Area Agency on Aging, Inc. The Board of County Commissioners of Manatee County, as County Lead Agency for Community Care for the Elderly Program (CCE) calls for Personal Care Service to assist the functionally impaired elderly person with bathing, dressing and ambulation for a specified period of time.
1. To maintain an elderly persons safety while bathing, grooming and/or toileting.
 2. To ensure elderly persons have a clean body and hair on a regular basis.
 3. To prevent inappropriate institutionalization of a functionally impaired elderly person.

II. Personal Care Units of Service

- A. Service is to be delivered from July 1, 2010 to June 30, 2011 with provision for extension of Proposal for two (2) additional twelve (12) month periods. This extension is at the discretion of the Board of County Commissioners and availability of funds, as determined by the County and the West Central Florida Area Agency on Aging.

III. Provider Requirements and Responsibilities

- A. Personal Care Service is the accomplishment of providing elderly clients with adequate hygiene by a trained Personal Care worker. Personal Care will not be substituted for the care usually provided by a registered nurse, licensed practical nurse or therapist.
- B. Each Provider must submit written policies and procedures for Personal Care Workers which address:
1. Emergency procedures to be followed in the event something happens to the client when the Personal Care worker is in the home.
 2. Reporting changes in the client's condition or behavior to the Nurse Supervisor, who will in turn contact the County Case Manager.
 3. Not engaging in Personal Care activities not specified in the Care Plan.
 4. Not accepting gifts from clients.

5. Not lending nor borrowing money or articles from clients.
6. Not performing services requiring a registered or practical nurse or therapist or home health aid.
7. Not giving the client the Personal Care Worker's home telephone number or address.
8. Not administering medications.
9. Not transporting clients.
10. Allowing the Personal Care Worker to remind the client to take the medication at a specific time.
11. Changing bed linens (when client is not in bed) or changing clothing when such services are essential to the client's health and comfort.
12. Personal Care Workers completing written reports after each visit describing observation, general condition of the client, tasks completed and hours worked.

C. Each Provider must submit written procedures for the following:

1. Development of a computerized Daily Service Provision Log indicating activities performed by the Personal Care Worker during the home visit and the number of hours spent performing the services.
2. Establishment of a Personal Care Activities Plan outlining tasks/activities to be performed for the client per instructions listed on the Care Plan.
3. Ensuring that adequate records are maintained to record and evaluate Personal Care Service for responsible fiscal management and to provide timely and accurate data, for inclusion into the Client Information Registration and Tracking System (CIRTS) by the County's Personal Care Lead Agency; and reports in accordance with Department of Elder Affairs requirements.

IV. Staff Requirements

- A. Nurse Supervisor: A qualified registered nurse on staff to supervise and provide pre-service and in-service training to workers providing Personal Care Service. The Nurse Supervisor shall make home visits which include observation of service delivery to evaluate the Personal Care worker's performance and skills at least quarterly. The Nurse Supervisor will assess whether activities in the care plan are being carried out properly, review reports and records,

have telephone and personal conferences and assist in performance evaluations of Personal Care staff.

B. Major Functions:

1. Provides supervision, support and assistance to Personal Care workers in the provision of direct services.
2. Assists in the recruitment, screening and training of Personal Care workers.
3. Assists in planning and development of an organized program of pre-service and in-service training for Personal Care workers.
4. Interprets to the Personal Care worker their roles and responsibilities within the total program and the clients they will serve.
5. Makes case assignments in accordance with the Personal Care worker's skills and explains the service needs of the client being served.
6. Maintains frequent contact with the Personal Care worker to explain changes in the Care Plan when they occur.
7. Arranges for case conferences and collaborative consultation as needed or requested.
8. Periodically evaluates the performance of each Personal Care worker.
9. Ensures accurate completion of all records and reports by the Personal Care workers and maintains program statistical data and records as required by the County.

C. Personal Care Staff Qualifications:

1. Be in good physical and mental health.
2. Be mature, patient and use good judgement.
3. Have an interest in, and concern for, people.
4. Have a warm and pleasant personality.
5. Reliable means of transportation.
6. Have an understanding of aging and functionally impaired persons.

7. Have an awareness of their own limitations when encountering an emergency beyond their capabilities and accept responsibility to report emergencies to the Nurse Supervisor.
8. Have the ability to deal with minor emergencies, to work under stress when a crisis occurs, to know when and where to seek help.
9. Have the ability to comply with written emergency and disaster plans.
10. Have the ability to accept and work under supervision as a member of the Personal Care staff.
11. Have the ability to communicate by phone, in writing or in person with client, caregiver, family or other authorized persons.
12. Have the ability to appraise the client's situation and report significant observations.
13. Have the ability to read, comprehend and follow simple instructions. Must be able to write, to fill out weekly reports and to maintain simple statistical reports related to the service, as required.
14. Possess understanding of and respect for confidentiality.
15. Possess a comprehensive knowledge of the work area and community resources.
16. Have a valid Florida Driver License and automobile insurance.
17. Education should be sufficient to follow written and verbal instructions and the ability to complete required reports.

V. Training Requirements

- A. Pre-Service: Prior to working with clients, Personal Care staff must be trained in those supportive services which are required to make the client comfortable. Each Personal Care staff member will receive a minimum of thirty-two (32) class hours of pre-service training administered by a health or social service professional with specific experience in providing such training. A course outline must be submitted with the Request for proposal covering, at a minimum, the following topics:
1. Health problems and care of aged persons.
 2. Basic personal care procedures such as grooming.
 3. First aid and handling of emergencies.
 4. Food, nutrition, meal preparation, and household management.

5. Overview of dementia.
6. Dealing with behaviors characteristic of dementia.
7. Record keeping and reporting requirements.
8. If Personal Care workers have received prior equivalent pre-service training, within the last three years, it can be substituted for parts or all of the required training at the discretion of the provider. The personnel file of the Personal Care worker must include documentation of the allowable prior training.

- B. In-Service: Staff providing Personal Care Service will be scheduled regularly for in-service training to augment or refresh the Personal Care worker's knowledge in any of the above listed areas for a minimum of four hours per contract year. Content and duration will be documented in the agency and staff personnel records.

VI. Special Conditions

- A. Providers responding to this Request for Proposals for Personal Care Service must be appropriately licensed or registered with the Agency for Health Care Administration, Office of Licensure and Certification as applicable and required within the State of Florida. A copy of the appropriate license or Sitter/Companion registration must be submitted with the response to this Proposal.
- B. All records checks, required by the Department of Elder Affairs (DOEA), through the Florida Department of Law Enforcement (FDLE) and the DCF Abuse Registry must be submitted in accordance with written guidelines for workers performing Personal Care Services, Community Care for the Elderly Clients.
- C. Provider must be able to begin Personal Care Service to clients within seven calendar days after telephone notification and authorization has been made by the Case Manager. Personal Care Service shall be provided Monday through Saturday. Personal Care Service shall be provided on Sunday if requested by the Case Manager, and if approved by the Case Manager Supervisor.
- D. Units of Personal Care Service actually provided during the previous week will be telephoned by 1:00 PM the following Tuesday to the Fiscal Section of the County's Community Care for the Elderly (CCE) program.
- E. Entry level wage, for persons employed under this CCE Personal Care program to provide services, shall be equal to non CCE funded staff employed by the Provider in the same position.
- F. Provider shall follow incident reporting procedures set forth in DCF Regulation 0-10-1, "Unusual Incident Reporting and Follow-Up".

- G. Provider, at its own cost and expense, shall maintain Worker's Compensation/Employers Liability as mandated by Statute, General Liability, Business Auto Liability, Professional Liability and Bonds for all employees required to handle client's money.
- H. The Providers must submit with their Proposal, the job description of staff providing Personal Care Service to ensure that staff involved have duties clearly described in their respective job descriptions. Education and training must be appropriate for the level of responsibilities.
- I. Provider shall not charge Personal Care workers for any expenses incurred in order for the Provider to meet OSHA requirements or any cost associated with obtaining FDLE Background or DCF Abuse Registry Checks.
- J. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPPA) of 1996 by agreeing to not use or disclose protected health information for any purpose other than what is allowable by contract to provide services to clients.

VII. Liaison

- A. The Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the Proposal, Contract and Agreement. All activities and decisions of the Provider shall be subject to review and approval by the County's Contract Manager.

VIII. Performance Acceptance Procedures

- A. During the entire duration of the Agreement, the County Contract Manager shall monitor the performance of the Provider in terms of delivery of services, quality of services delivered, meeting scheduled time frames for implementation of services, and reviewing pre-service and in-service training requirements. The Provider shall cooperate with and assist the County's Contract Manager or designee in the delivery of services monitoring review. When deficiencies are indicated, the Provider shall take immediate action to correct the deficiencies.

IX. Definitions

- A. County: Manatee County Government, Departments and Divisions.
- B. Provider: The entity retained by the County to perform CCE Personal Care Services.
- C. County Contract CCE Personal Care Manager: The County's staff member or designee with overall responsibility and authority to monitor the Personal Care Services provided by the Provider in accordance with the Proposal, Contract and Agreement.

- D. Provider's Project Manager: The Provider's staff member with the overall responsibility and authority to make decisions on behalf of the Provider regarding the services provided to the County in accordance with the Proposal, Contract and Agreement.
- E. DOEA: Department of Elder Affairs.
- F. WCFAAA: West Central Florida Area Agency on Aging.
- G. CCE PERSONAL CARE SERVICE: Assist the functionally impaired elderly with bathing, dressing and ambulation for a specified period of time.
- H. FDLE: Florida Department of Law Enforcement.
- I. DCF: Department of Children and Family Services.

ATTACHMENT "B" - COMPENSATION AND PAYMENTS

1. The Provider shall be paid by the County for the actual number of Personal Care units of service it has provided during the period. Compensation payable to the Provider for performing the scope of services shall not exceed \$30,000.
2. The Provider shall be paid on a monthly basis. The Provider shall be paid at a rate of \$19.75 per unit of service provided in accordance with Attachment "A", and documented in accordance with #3 and #4 below. Year 2 rate \$20.25 and Year 3 rate \$20.75.
3. To receive compensation from the County, the Contractor shall submit a "Request For Payment" form provided by the County by 5:00 P.M., on the date identified below as Due to County. Late payment requests will only be accepted for the last seven (7) days of the billing cycle. To receive compensation from the County for all other late payment requests, the Provider shall submit a "Late Request For Payment" within five (5) working days (excluding County holidays) following the date identified below as "Due to County." Any "Late Request For Payment" received after this date shall not be honored by the County and the Provider shall not be compensated for the service provided.
4. The Provider shall submit a detailed invoice along with the "Request For Payment." The invoice shall clearly identify the services performed during the period including the dates of service, the client's name (first and last), the client's social security number, the number of units of service provided by date and the total units provided.
5. The billing cut-off dates shall be as follows:

<u>Month</u>	<u>Cut-Off Date</u>	<u>Number of Weeks</u>	<u>Due To Community Services</u>
July 2010	July 23, 2010	3 wks & 2 days	July 28, 2010
August 2010	August 27, 2010	5	September 1, 2010
September 2010	September 24, 2010	4	September 29, 2010
October 2010	October 22, 2010	4	October 27, 2010
November 2010	November 26, 2010	5	December 1, 2010
December 2010	December 24, 2010	4	December 29, 2010
January 2011	January 28, 2011	5	February 2, 2011
February 2011	February 25, 2011	4	March 2, 2011
March 2011	March 25, 2011	4	March 30, 2011
April 2011	April 22, 2011	4	April 27, 2011
May 2011	May 27, 2011	5	June 1, 2011
June 2011	June 30, 2011	4 wks & 4 days	July 5, 2011

6. All **daily** time sheets reviewed during the physical monitoring shall be **used** as supporting documentation to the monthly Request For Payment chosen to be reviewed and shall be **the original time sheets with original client signatures.**
7. County shall give Provider prompt notice of any dispute with respect to Provider's invoice.
8. The County shall remit payment for each invoice within forty-five (45) days after the receipt of an acceptable invoice.

ATTACHMENT "C" - SPECIAL CONDITIONS

1. The Provider shall submit to the County a copy of their license from the Agency for Health Care Administration, Office of Licensure and Certification.
2. The Provider agrees that all records checks required by the Department of Elder Affairs through the Florida Department of Law Enforcement (FDLE) and the DCF Abuse registry shall be submitted in accordance with written guidelines for workers performing Personal Care services to CCE clients.
3. The Provider agrees not to charge Personal Care workers for any expense incurred to the Provider to meet OSHA requirements or any other cost associated with obtaining FDLE background or DCF Abuse Registry Hotline checks.
4. The Provider shall have a fully operational office, open Monday through Friday from 8:00 A.M. to 5:00 P.M., with sufficient staff to deliver, supervise and administer services. The Provider shall provide the County with a telephone number whereby the Provider can be contacted after normal working hours should an emergency arise.
5. The Provider shall have a staff member designated as the Personal Care Supervisor and a telephone contact person if different than the Supervisor for the County's Case Managers to contact.
6. The Provider shall comply with provisions contained in the DCF Manual 0-10-1 regarding reporting unusual incidents and utilize the Unusual Incident Report Form #251.
7. The Provider agrees to comply with the Personal Care service standards pursuant to the Department of Elder Affairs Programs and Services Manual, Chapter II-2.57.
8. The Provider agrees that all units of services delivered to a client, in the client's home, shall be documented by time slips signed by the clients or the client's primary caregiver. A separate time slip shall be completed for each day of service and shall indicate start time, ending time and total hours of service, rounded to the nearest quarter hour. If the client is not at home or refuses service when the Provider's employee is regularly scheduled to deliver the service, the Provider shall be eligible to receive payment **(for one unit)**, provided the client has not notified the Provider of cancellation in advance. Request For Payments with supporting documentation shall clearly indicate which units are being billed as result of a client not at home or refusing service (maximum of one unit), if the client refuses, worker shall obtain the client's signature.
9. The Provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Service Manual and the CCE grant application through which Providers and clients may request a fair hearing. In each step of the appeal procedure a

written response will be mailed to the Provider within ten (10) working days of the receipt of the request. The Provider may obtain a copy of the appeal procedures and request for a fair hearing from the County's Case Managers.

10. In the event the President of the United States, the Governor of the State of Florida or the Chairman of the Board of Commissioners declares a disaster or a state of emergency, the Provider shall permit the Department of Elder Affairs, or the County Administrator, or the County's Representative or their designee, to exercise authority over the Provider in order to implement emergency relief measures and/or activities to the elderly in the local disaster area. Only the Secretary or Deputy Secretary or his or her designee of the Department of Elderly Affairs or County Administrator or the County's Representative or their designee, shall have such authority to order the implementation of emergency relief measures. All actions directed by the Department of Elder Affairs or the County Administrator or the County's Representative or their designee, shall be for the purpose of ensuring the health, safety and welfare of the elderly in the disaster area.
11. The Provider shall comply with Manatee County's Board of County Commissioners policy for maintaining a Drug Free Work Place.
12. The Provider shall by telephone contact the County's Fiscal Section by 1:00 P.M. on Tuesday of each week to report units of Personal Care service provided during the previous week.
13. The Provider agrees that the entry level wage for person employed for this CCE Personal Care contract shall be equal to non-CCE funded staff employed by the Provider in the same position.
14. The Provider shall have written policies and procedures pertaining to employees conduct to include but limited to:
 - a. Not accepting gifts from clients.
 - b. Not lending or borrowing money from clients.
 - c. Not selling or buying goods or services to or from clients.
 - d. Not giving clients home telephone numbers or addresses of employees or agent of the Provider.
 - e. Not disclosing any information concerning a client under this agreement for any purpose unless required by law or in conformity with Federal, State, or County regulations or requirements.
 - f. Reporting and notification by an employee when a client's personal property is broken by the employee.
 - g. Allegations of theft made by a client against an employee of the Provider and responsibilities for notification by the Provider to the County's Case Manager and the completion of a written incident report. If the employee is proven guilty by due process of law, payment to the client at full replacement value of any item(s) not

returned or repair of the item(s) returned in damaged condition.

- h. Breakage of a client's personal property by an employee or agent of the Provider and the responsibilities for notification by the employee to the Provider and subsequent notification by the Provider to the County's Case Manager. The Provider shall repair or replace a client's personal property if broken or damaged by an employee or an agent of the Provider. The Provider shall also reassign the employee or agent if requested by the client.
- 15. The Provider shall, at the request of the County's Contract Administrator or designee, participate in periodic planning and evaluation sessions, client case reviews and training sessions presented by the County.
- 16. The Provider shall provide services to all geographic areas of Manatee County.
- 17. The Provider shall not impose fees upon clients; nor shall payments, contributions, gratuities be accepted from clients, by either the Provider or employees or agents of the Provider.
- 18. The Provider's employees or agents shall not handle money of the client unless authorized by the County's Case Manager.
- 19. Compensation to the Provider by the County shall be made only for authorized Personal Care services per this Agreement for eligible clients.
- 20. The Provider shall not perform services requiring a Registered Nurse (RN), a Licensed Practical Nurse (LPN) or therapist.
- 21. The Personal Care worker may assist with food, nutritional and diet activities including the preparation of meals when required and incidental to the client's health and need.
- 22. The Personal Care worker shall not: administer medications, change sterile dressings, irrigate body cavities or perform any other activities prohibited by Rules and Regulations, Chapter 59-A8 FAC, Home Health Aide.
- 23. The Personal Care worker shall assist with bladder or bowel requirements by assisting the client to and from the bathroom or with bedpan routines.
- 24. The Personal Care worker may bring medication to the client and remind the client to take the medication at a specific time.
- 25. The Provider shall ensure the Personal Care worker completes written reports after each client visit describing observations, general condition of the client, tasks completed and hours worked.

26. The Provider shall share a copy of the client's care plan with the Personal Care worker.
27. The Provider shall complete the Civil Rights Compliance Questionnaire, Department of Elderly Affairs Forms 101 A and B, if fifteen (15) or more persons are employed by the Provider to provide services per this Agreement to eligible clients. The Provider can obtain the forms from the County's Case Manager.
28. The Provider shall develop a computerized Daily Service Provision Log indicating activities performed by the Personal Care worker during the home visit and number of hours spent performing services.
29. Where activities supported by the Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the County and the Area Agency on Aging has the right to use duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever.
30. The Provider shall maintain adequate records in order to evaluate the Personal Care Service, provide for responsible fiscal management, provide timely and accurate data for inclusion into the Client Information and Tracking System (CIRTS) by the County's Representative and other reports in accordance with requirements of the Department of Elder Affairs and the West Central Florida Area Agency on Aging, Inc.
31. This Agreement may be renewed by the mutual agreement of the parties for two (2) additional one (1) year option periods. Such renewal shall be in writing, executed by the County's Contract Administrator and Contractor in the form of an Addendum to the agreement and approved by the Board of County Commissioners.
32. The Provider will not transport the client.

ATTACHMENT “D” - INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2010

PRODUCER Phone: (954) 828-9948 Fax: (954) 828-9949
SABAL INSURANCE GROUP, INC.
805 E. BROWARD BLVD., SUITE 303
FORT LAUDERDALE FL 33301

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

NAIC #

INSURED
UTOPIA HOME CARE, INC.
763 Cortaro Drive
Ruskin, FL 33573

INSURER A: Philadelphia Insurance Company

INSURER B: Technology Insurance Company

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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	NO	GENERAL LIABILITY	PHPK536233	03/01/10	03/01/11	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPIOP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY	PHPK536233	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY	PHUB299935	03/01/10	03/01/11	EACH OCCURRENCE \$ 5,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TWC3214698	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE-EA EMPLOYEE \$ 500,000
						E.L. DISEASE-POLICY LIMIT \$ 500,000
A		OTHER Professional Liability	PHPK536233	03/01/10	03/01/11	\$1,000,000 per occ
		Retro Date 03/01/03				\$3,000,000 gen agg

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

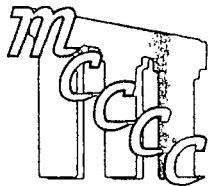
Attention:

ACORD 25 (2009/01)

Certificate # 2059

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Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateeclerk.com

July 28, 2010

TO: Utopia Home Care, Inc.
215 Second Avenue North
St. Petersburg, Florida 33701

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

Vicki

RE: **Personal Care Service** - Agreement with Utopia Home Care, Inc.,
\$30,000.

ACCEPTED: In open session by the Manatee County Board of County
Commissioners on **July 27, 2010.**

RBS:vpj

Enclosure

cc: Board Records
Frank Lambertson, Purchasing Division

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatee.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: July 2, 2010
Subject: Consent Agenda – Clerk's Consent Calendar

A handwritten signature in black ink, appearing to read "Frank Lambertson", is written over the "From:" line of the memorandum.

The attached Agreements are forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

Utopia Home Care, Inc., 215 Second Avenue N., St. Petersburg, FL 33701

Should you have any questions, please call Frank Lambertson at ext. 3042.

RECEIVED

JUL 6 2010

BOARD RECORDS

Enclosure: Agreements (two agreements/two originals each)

From: Vicki Jarratt
Sent: Thursday, July 29, 2010 11:32 AM
To: 'frank.lambertson@mymanatee.org'
Subject: Personal Care Service Agreement with Utopia Home Care, Inc

Attachments: BC20100727DOCC59.PDF

Attached is a copy of the Personal Care Service Agreement with Utopia Home Care, Inc. accepted by the BCC on 7/27/10.

Best regards,

Vicki Jarratt

Board Records

749-1800 Ext. 4185

vicki.jarratt@manateeclerk.com

