

**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 Glens Corporation, 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.

*MR* **ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** Agency shall be paid by County an amount not to exceed \$596,935 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, 2010 and ending on September 30, 2011. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by the mutual agreement of the parties for additional terms of one (1) year. Such renewal shall be by Addendum to Article 4.A, Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

**ARTICLE 5: TERMINATION.** A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

**B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within 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 GLENS CORPORATION  
                                  ATTN: PRESIDENT/CEO  
                                  P.O. BOX 9478  
                                  BRADENTON, FL 34206**

**If by hand delivery:     391 6<sup>TH</sup> AVENUE WEST  
                                  BRADENTON, FL 34205**

**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

- 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: Debbie Marguis  
Print Name: Debbie Marguis  
Sign Name: Darla Brannan  
Print Name: Darla J Brannan

AGENCY

By: Mary Ruiz  
Print Name: MARY RUIZ  
Title: PRESIDENT / CEO  
Phone Number: 941-782-4299  
Date of Execution: 9/29/10

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

By: Susan P. Romine  
DEPUTY CLERK



COUNTY

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

By: Donna G. Hayes  
Donna G. Hayes  
CHAIRMAN

Date of Execution: 10/26/10

**ATTACHMENT A1**

**PROGRAM DESCRIPTION**

**MANATEE GLENS CORPORATION  
BAKER ACT SERVICES**

- A. **SERVICE DESCRIPTION:** Agency shall provide Baker Act Services pursuant to Florida Statute, Chapter 394, Part I (Baker Act), at the Manatee Glens Hospital Crisis Center, hereinafter "Program," to Manatee County residents, eighteen (18) years of age and over, in acute psychiatric distress who have been determined to be a threat to themselves or others as a result of their mental illness or are in need of inpatient psychiatric stabilization, hereinafter "Client." Program shall be available 24 hours per day for persons presented on a voluntary or involuntary basis. As Manatee County's designated public receiving facility, the Manatee Glens Corporation shall provide screening and inpatient stabilization services regardless of a person's ability to pay.
- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Baker Act Services for Manatee County residents, eighteen (18) years of age and over .

## **ATTACHMENT A2**

### **PROGRAM DESCRIPTION**

#### **MANATEE GLENS CORPORATION RAPE CRISIS SERVICES**

- A. **SERVICE DESCRIPTION:** Agency shall provide on-call Rape Crisis Services 24 hours per day, seven days per week, hereinafter "Program", to Manatee County residents who are sexual assault victims or to victims of sexual assault which occurred in Manatee County (primary victims), and their families or significant others (secondary victims), hereinafter "Client". Services shall be provided to primary victim Clients eighteen (18) years of age and older.

Program shall include initial crisis intervention through the Agency Hotline, follow-up contacts, criminal support/advocacy, education, direction to community agencies, collaboration with these agencies, law enforcement, and other resources, assistance with crimes compensation claims, assistance with medical services and support groups. Clients requiring intensive psychological service shall be referred for individual and family therapy, which is not included in Program.

Program staff providing Rape Crisis Services shall receive 50 hours of training in the provision of Rape Crisis Services, or have comparable education or experience. Program staff shall be available to meet with Clients as required 24 hours per day, seven days per week. Program staff shall respond on-site at homes, hospital emergency departments, medical clinics, law enforcement agencies, and other sites as required.

- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Rape Crisis Services.



## **ATTACHMENT B1**

### **PAYMENTS**

#### **MANATEE GLENS CORPORATION BAKER ACT SERVICES**

**Agency shall be paid by the County an amount not to exceed \$541,837 for the program as specified below:**

- 1) Agency shall provide 365 units of Baker Act Services, during the term of the Agreement. Agency shall be paid by the County in the amount of \$1,484.49 for each unit of service provided in accordance with Article 1, Attachment A1 and documented in accordance with Article 3, Attachment B1, Section 3.**
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for services provided.**
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15<sup>th</sup> of each month for service(s) provided the preceding month.**
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.**

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

**NON-PROFIT AGENCIES**

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** BAKER ACT 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
\$	\$541,837	\$	\$

**SECTION 2: CLIENT SERVICES**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$1,484.49	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

**Attach:** Monthly Unit Tracking Form as approved by County representative to include daily total number of Manatee County residents, age 18 and over, served by the Program.

**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 B2**

**PAYMENTS**

**MANATEE GLENS CORPORATION  
RAPE CRISIS SERVICES**

**Agency shall be paid by the County an amount not to exceed \$55,098 for the program as specified below:**

- 1) Agency shall provide 365 units of Rape Crisis Services during the term of the Agreement. Agency shall be paid by the County in the amount of \$150.96 for each unit of service provided in accordance with Article 1, Attachment A2 and documented in accordance with Article 3, Attachment B2, Section 3.**
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for service(s) provided.**
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15<sup>th</sup> of each month for service(s) provided the preceding month.**
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.**

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

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** RAPE CRISIS 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
\$	\$55,098	\$	\$

**SECTION 2: CLIENT SERVICE**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$150.96	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Monthly Unit Tracking Form as approved by County representative to include daily total number of primary victim clients, age 18 and over, served by the Program.

**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 GLENS CORPORATION  
BAKER ACT SERVICES  
RAPE CRISIS SERVICES**

1. Agency shall provide by the 15<sup>th</sup> 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 Board of Director's minutes. At County representative's request, Agency shall make available Board of Director's financial reports and all staff, committee and Executive Director reports submitted to the Board of Directors or referenced in the Board of Director's minutes. (If submitted with another report, please indicate);
  - C. Number of unduplicated clients served under the Program. An unduplicated client as used herein and defined in Attachments A1, and A2 to this Agreement;
  - D. Changes in the Board of Director's composition; and
  - E. Changes in staff which differ 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: (See Special Condition Number 10 and Number 11)

Hours of Service:
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 30<sup>th</sup> 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. Where 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. Agency shall complete annual enrollment in County's Program Outcome Measurement (POM) Project upon commencement of this Agreement. County shall have the option to require agency staff training and/or conduct reviews with respect to compliance with the POM Project.
9. The indemnity provided by Agency under Article 8, Indemnification, shall not apply to the following:
  - a. To any settlement agreement entered into by County without the written consent of Agency;
  - b. To any claim, injury, suit or liability to the extent that such claim, injury, suit or liability arises out of the actions or obligations of Manatee County, its employees or agents; or
  - c. To any claim or expense of attorney or other professional fees incurred due to County's retaining separate counsel, in addition to counsel provided by Agency, provided that County has approved counsel provided by Agency and provided that a conflict of interest between Agency and County would not require representation by separate counsel .
10. The following shall apply to Baker Act Services:

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

- |                   |   |
|-------------------|---|
| Location:         | <ul style="list-style-type: none"><li>• Manatee Glens Hospital Crisis Center<br/>2020 26<sup>th</sup> Avenue East<br/>Bradenton, FL 34208</li></ul> |
| Hours of Service: | <ul style="list-style-type: none"><li>• 24 hours per day, 7 days a week<br/>365 days per year</li></ul>   |

**11. The following shall apply to Rape Crisis Services:**

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

**Location:** Services shall be provided wherever they are needed, including, but not limited to:

- Hospitals
- Law Enforcement Agencies
- State Attorney's Office
- Victim's Home
- Rape Crisis Staff Office  
379 6<sup>th</sup> Avenue West  
Bradenton, FL 34205

**Hours of Service:** Services shall be available 24 hours a day, seven days per week on an on-call basis. Target response time shall be within one hour when required to meet with client.

**b. Upon request by County representative, Agency shall make available documentation supporting availability of Program staff to respond to a Client 24 hours a day, seven days per week, and to meet with a Client within one hour as required. Such documentation may include, but not be limited to, Program daily intake or event logs, Program staff schedules, Program staff time sheets or other information deemed acceptable by County representative.**

**EXHIBIT 1**

**CLIENT FEE SCHEDULE/SLIDING FEE SCALE/SCHOLARSHIP POLICY**

**MANATEE GLENS CORPORATION  
BAKER ACT SERVICES  
RAPE CRISIS SERVICES**

**Program service fees include third party (insurance) payments and patient fees. Patients without insurance are charged a fee based on family size and income level. Most patients receive a 95% discount.**

**No fees are charged for Rape Crisis Services.**



## ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

02/10/2010

## PRODUCER

T.M.G., INC.  
52 Riley Road, Suite 355  
Celebration, FL 34747

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

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Mental Health Risk Retention Group  
COMPANY LETTER B  
COMPANY LETTER C  
COMPANY LETTER D  
COMPANY LETTER E

## CODE

SUB-CODE

## INSURED

MANATEE GLENS CORPORATION  
P.O. Box 9478  
Bradenton, FL 34206

## COVERAGES

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

CO-TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ 3MM
X	COMMERCIAL GENERAL LIABILITY	CCL0001821	02/10/10	02/10/11	PRODUCTS-COMPROPS AGGREGATE \$ 3MM
	X CLAIMS MADE OCCUR				PERSONAL & ADVERTISING INJURY \$ 1MM
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1MM
					FIRE DAMAGE (Any one fire) \$ 300K
					MEDICAL EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$
	OTHER				(EACH ACCIDENT) \$
					(DISEASE-POLICY LIMIT) \$
					(DISEASE-EACH EMPLOYEE) \$
	Professional Liability	CCL0001821	02/10/10	02/10/11	\$1MM Each Claim
					\$3MM Aggregate

RECEIVED

FEB 08 2010

MANATEE COUNTY COMMUNITY SERVICES

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Mental Health and Addiction Services Facility

## CERTIFICATE HOLDER

Manatee County Community Services  
P.O. Box 1000  
Bradenton, FL 34206

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Robert Y. Y. Y.*

**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 Glens Corporation, 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.

*mk2*  
**ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** Agency shall be paid by County an amount not to exceed \$473,537 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, 2010 and ending on September 30, 2011. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by the mutual agreement of the parties for additional terms of one (1) year. Such renewal shall be by Addendum to Article 4.A, Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

**ARTICLE 5: TERMINATION.** A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

**B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within 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 GLENS CORPORATION  
                                  ATTN: PRESIDENT/CEO  
                                  P.O. BOX 9478  
                                  BRADENTON, FL 34206**

**If by hand delivery:     391 6<sup>TH</sup> AVENUE WEST  
                                  BRADENTON, FL 34205**

**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

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: Debbie Marguis  
Print Name: Debbie Marguis  
Sign Name: Darla Brannan  
Print Name: Darla J Brannan

AGENCY

By: Mary Ruiz  
Print Name: Mary Ruiz  
Title: President/CEO  
Phone Number: 941-782-4299  
Date of Execution: 9/29/10

ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT  
By: Susan L. Romine  
DEPUTY CLERK



COUNTY

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

By: Donna G. Hayes  
Donna G. Hayes  
CHAIRMAN

Date of Execution: 10/26/10

**ATTACHMENT A1**

**PROGRAM DESCRIPTION**

**MANATEE GLENS CORPORATION  
INPATIENT DETOXIFICATION**

- A. **SERVICE DESCRIPTION:** Agency shall provide inpatient substance abuse detoxification services, hereinafter "Program," on a sliding fee scale basis to Manatee County residents, eighteen (18) years of age and over, hereinafter "Client," who meet Agency admission criteria for inpatient detoxification due to the severity of their withdrawal symptoms and who cannot safely detoxify from alcohol and/or drugs in another setting. Agency shall not deny service due to a Client's inability to pay. Program shall include, but shall not be limited to, screening, medically supervised drug and alcohol detoxification, nursing, physician and clinical services, to include observation, nursing assessments, physician evaluations, and therapeutic, support and educational groups. A minimum of two (2) beds shall be available with additional beds made available as required. Beds not in use for the above Program may be utilized for another Agency patient as required.
- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Inpatient Detoxification Services for Manatee County residents, eighteen (18) years of age and over.



**ATTACHMENT A2**

**PROGRAM DESCRIPTION**

**MANATEE GLENS CORPORATION  
OUTPATIENT DETOXIFICATION**

- A. **SERVICE DESCRIPTION:** Agency shall provide outpatient substance abuse detoxification services, hereinafter "Program," on a sliding fee scale basis to Manatee County residents, eighteen (18) years of age and over, hereinafter "Client," who meet Agency admission criteria for outpatient detoxification due to their withdrawal symptoms. Agency shall not deny service due to a Client's inability to pay. Program shall include, but shall not be limited to, physical and psychiatric assessment, modified detoxification with medical monitoring of withdrawal symptoms, psychiatric visits for appropriate detoxification medications, vitamins and nutritional therapy as indicated, daily monitoring by a registered nurse, therapy and addiction education groups, and random urine screening. A minimum of eight (8) slots for service shall be available with additional slots made available as required.
- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Outpatient Detoxification Services for Manatee County residents, eighteen (18) years of age and over.

**ATTACHMENT B1**

**PAYMENTS**

**MANATEE GLENS CORPORATION  
INPATIENT DETOXIFICATION**

Agency shall be paid by the County an amount not to exceed \$352,545 for the program as specified below:

- 1) Agency shall provide 365 units of Inpatient Detoxification Services during the term of the Agreement. Agency shall be paid by the County in the amount of \$965.88 for each unit of service provided in accordance with Article 1, Attachment A1 and documented in accordance with Article 3, Attachment B1, Section 3.
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for services provided.
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15th of each month for service(s) provided the preceding month.
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.

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

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** \_\_\_\_\_ (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** INPATIENT DETOXIFICATION

**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
\$	\$352,545	\$	\$

**SECTION 2: CLIENT SERVICES**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$965.88	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Monthly Unit Tracking Form as approved by County representative to include daily total number of Manatee County residents, age 18 and over, served by the Program.

**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 B2**

**PAYMENTS**

**MANATEE GLENS CORPORATION  
OUTPATIENT DETOXIFICATION**

**Agency shall be paid by the County an amount not to exceed \$120,992 for the program as specified below:**

- 1) Agency shall provide 365 units of Outpatient Detoxification services during the period of the Agreement. Agency shall be paid by the County in the amount of \$331.49 for each unit of service provided in accordance with Article 1, Attachment A2 and documented in accordance with Article 3, Attachment B2, Section 3.**
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for services provided.**
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15th of each month for service(s) provided the preceding month.**
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.**

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

**NON-PROFIT AGENCIES**

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** OUTPATIENT DETOXIFICATION

**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
\$	\$120,992	\$	\$

**SECTION 2: CLIENT SERVICES**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$331.49	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

**Attach:** Monthly Unit Tracking Form as approved by County representative to include daily total number of Manatee County residents, age 18 and over, served by the Program.

**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 GLENS CORPORATION  
INPATIENT DETOXIFICATION  
OUTPATIENT DETOXIFICATION**

1. Agency shall provide by the 15<sup>th</sup> 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 Board of Director's minutes. At County representative's request, Agency shall make available Board of Director's financial reports and all staff, committee and Executive Director reports submitted to the Board of Directors or referenced in the Board of Director's minutes. (If submitted with another report, please indicate);
  - C. Number of unduplicated clients served under the Program. An unduplicated client as used herein and defined in Attachment A1 and Attachment A2, to this Agreement;
  - D. Changes in the Board of Director's composition; and
  - E. Changes in staff which differ 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: (See Special Condition Number 10 and Number 11 )

Hours of Service:
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 30<sup>th</sup> 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. Agency shall complete annual enrollment in County's Program Outcome Measurement (POM) Project upon commencement of this Agreement. County shall have the option to require agency staff training and/or conduct reviews with respect to compliance with the POM Project.
9. The indemnity provided by Agency under Article 8, Indemnification, shall not apply to the following:
  - a. To any settlement agreement entered into by County without the written consent of Agency;
  - b. To any claim, injury, suit or liability to the extent that such claim, injury, suit or liability arises out of the actions or obligations of Manatee County, its employees or agents; or
  - c. To any claim or expense of attorney or other professional fees incurred due to County's retaining separate counsel, in addition to counsel provided by Agency, provided that County has approved counsel provided by Agency and provided that a conflict of interest between Agency and County would not require representation by separate counsel .
10. The following shall apply to INPATIENT DETOXIFICATION SERVICES:
  - a. Agency shall provide Program at the following locations and during the following hours:

Location:	<ul style="list-style-type: none"><li>• Manatee Glens Hospital Campus 2020 26<sup>th</sup> Avenue East Bradenton, FL 34208</li></ul>
-----------	--
  - b. Hours of Service:
    - 24 hours per day, 7 days a week  
365 days per year

**11. The following shall apply to OUTPATIENT DETOXIFICATION SERVICES:**

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

**Location:**                      •     **Manatee Glens Hospital Campus  
2020 26<sup>th</sup> Avenue East  
Bradenton, FL 34208**

**b. Hours of Service:**                      •     **A minimum of 4 hours per day, 7 days per week, 365 days  
per year not earlier than 6:00 a.m. or later than 10:00 p.m.**



## **EXHIBIT 1**

### **CLIENT FEE SCHEDULE/SLIDING FEE SCALE/SCHOLARSHIP POLICY**

#### **MANATEE GLENS CORPORATION INPATIENT DETOXIFICATION OUTPATIENT DETOXIFICATION**

**Program service fees include third party (insurance) payments and patient fees. Patients without insurance are charged a fee based on family size and income level. Most patients receive a 95% discount.**

## ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

02/10/2010

## PRODUCER

T.M.G., INC.  
52 Riley Road, Suite 355  
Celebration, FL 34747

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

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Mental Health Risk Retention Group  
COMPANY LETTER B  
COMPANY LETTER C  
COMPANY LETTER D  
COMPANY LETTER E

## CODE

## SUB-CODE

## INSURED

MANATEE GLENS CORPORATION  
P.O. Box 9478  
Bradenton, FL 34206

## COVERAGES

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

CO-TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.	CCL0001821	02/10/10	02/10/11	<b>GENERAL AGGREGATE</b> \$ 3MM <b>PRODUCTS-COMPOPS AGGREGATE</b> \$ 3MM <b>PERSONAL &amp; ADVERTISING INJURY</b> \$ 1MM <b>EACH OCCURRENCE</b> \$ 1MM <b>FIRE DAMAGE (Any one fire)</b> \$ 300K <b>MEDICAL EXPENSE (Any one person)</b> \$ 5,000 <b>COMBINED SINGLE LIMIT</b> \$ <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE</b> \$ <b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$ <b>STATUTORY</b> \$ (EACH ACCIDENT) (DISEASE-POLICY LIMIT) (DISEASE-EACH EMPLOYEE)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> OTHER				
	Professional Liability	CCL0001821	02/10/10	02/10/11	\$1MM Each Claim \$3MM Aggregate

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Mental Health and Addiction Services Facility

## CERTIFICATE HOLDER

Manatee County Community Services  
P.O. Box 1000  
Bradenton, FL 34206

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**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 Glens Corporation, 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.

MP2 **ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** Agency shall be paid by County an amount not to exceed \$131,759 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, 2010 and ending on September 30, 2011. 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:\FY2011 Funding Agreement\Children MG Baker Act Youth

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 GLENS CORPORATION  
ATTN: CHIEF EXECUTIVE DIRECTOR  
P.O. BOX 9478  
BRADENTON, FL 34206**

If by hand delivery:     **391 6<sup>TH</sup> AVENUE WEST  
BRADENTON, FL 34205**

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

- 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: Debbie Margus  
Print Name: Debbie Margus  
Sign Name: Darla J Brannan  
Print Name: Darla J Brannan

AGENCY

By: Mary Ruiz  
Print Name: Mary Ruiz  
Title: President / CED  
Phone Number: 941-782-4299  
Date of Execution: 9/29/10

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

By: Susan F. Romine  
DEPUTY CLERK



COUNTY

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

By: [Signature]  
CHAIRMAN

Date of Execution: 10/26/10



## **ATTACHMENT A**

### **PROGRAM DESCRIPTION**

#### **MANATEE GLENS CORPORATION BAKER ACT SERVICES YOUTH**

- A. **SERVICE DESCRIPTION:** Agency shall provide Baker Act services pursuant to Florida Statute, Chapter 394 Part I (Baker Act), hereafter "Program," to Manatee County residents, four (4) through seventeen (17) years of age, who are in acute psychiatric distress and have been determined to be a threat to themselves or others hereafter "Client."

Program shall provide inpatient crisis stabilization, needs assessment, appropriate treatment planning, medication evaluation and monitoring, individual, group, and family therapy, continuation of School Base Curriculum, educational groups and activities, case management services, a safe and secure environment and follow up and referral care of clients.

- B. **UNIT OF SERVICE:** A unit of service shall be defined as a day of operation.

## **ATTACHMENT B**

### **PAYMENTS**

#### **MANATEE GLENS CORPORATION BAKER ACT SERVICES YOUTH**

Agency shall be paid by the County an amount not to exceed \$131,759 for the program as specified below:

- 1) Agency shall provide 365 units of service, during the term of the Agreement. Agency shall be paid by the County in the amount of \$360.99 for each unit of service provided in accordance with Article 1, Attachment A1 and documented in accordance with Article 3, Attachment B1, Section 3.
- 2) The first monthly payment shall be disbursed in the form of a monthly advance pursuant to Section 394.76 (10) of the Florida Statutes and equal to one-twelfth of the total amount specified. Thereafter, Agency shall be paid monthly for the actual number of units of service it has provided the preceding month, however, the total of all such payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 10,979	April	\$ 76,853
November	\$ 21,958	May	\$ 87,832
December	\$ 32,937	June	\$ 98,811
January	\$ 43,916	July	\$109,790
February	\$ 54,895	August	\$120,769
March	\$ 65,874	September	\$131,759

- 3) Agency shall submit all Requests for Payment, as described in Exhibit 1 to this Attachment, to the County by the 15th of each month.
- 4) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for Payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.
- 5) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired

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

**NON-PROFIT AGENCIES**

AGENCY: MANATEE GLENS CORPORATION

PROJECT NUMBER: (FOR COUNTY USE ONLY)

PROGRAM: BAKER ACT SERVICES YOUTH

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
\$	\$131,759	\$	\$

**SECTION 2: CLIENT SERVICES**

(1)		(2)	(3)	(4)	(5)	(6)
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$360.99	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Monthly Unit Tracking Form as approved by County representative.

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 GLENS CORPORATION  
BAKER ACT YOUTH**

1. Agency shall provide by the 15<sup>th</sup> 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 Board of Director's minutes, financial, staff and committee reports referenced in Board of Director's minutes;
  - C. Changes in the Board of Director's composition; and
  - D. Changes in staff which differ 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: 2020 26<sup>TH</sup> Avenue East  
Bradenton, FL 34208

Hours of Service: 24 hours per day, seven days per week, including holidays
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 30<sup>th</sup> 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. Agency shall complete annual enrollment in County's Program Outcome Measurement (POM) Project upon commencement of this Agreement. County shall have the option to require agency staff training and/or conduct reviews with respect to compliance with the POM Project.
9. Agency shall provide client data information for each client provided services under the terms of this Agreement, in a format provided or approved by County's Representative.
10. Agency agrees to participate in the annual Children's Summit.
11. The indemnity provided by Agency under Article 8, Indemnification, shall not apply to the following:
  - a. To any settlement agreement entered into by County without the written consent of Agency;
  - b. To any claim, injury, suit or liability to the extent that such claim, injury, suit or liability arises out of the actions or obligations of Manatee County, its employees or agents; or
  - c. To any claim or expense of attorney or other professional fees incurred due to County's retaining separate counsel, in addition to counsel provided by Agency, provided that County has approved counsel provided by Agency and provided that a conflict of interest between Agency and County would not require representation by separate counsel.

**EXHIBIT 1**  
**CLIENT FEE SCHEDULE/SLIDING FEE SCALE/SCHOLARSHIP POLICY**

**Program service fees include third party (insurance) payments and patient fees. Patients without insurance are charged a fee based on family size and income level. Most patients receive a 95% discount.**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) <b>2/4/2010</b>
<b>PRODUCER</b>  <b>NEGLEY ASSOCIATES</b> 103 Eisenhower Parkway, Ste 101 Roseland, NJ 07068 (973) 830-8500	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.	
<b>INSURED</b>  <b>Manatee Glens Corp.</b> 391 6th Avenue West Bradenton, FL 34205	<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: <b>Mental Health Risk Retention Grp</b> INSURER B: INSURER C: INSURER D: INSURER E:	

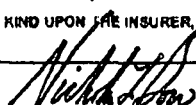
**COVERAGES**

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CCL0001821	02/10/10	02/10/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$3,000,000
					PRODUCTS - COMPROP AGO \$3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	CCL0001821	02/10/10	02/10/11	\$1,000,000 Ea. Claim \$3,000,000 Aggregate

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

Manatee County, a Political Subdivision of the State of Florida, is named as Additional Insured with references to services provided by the Named Insured.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Manatee County Government, A Political Subdivision of the State of Florida Community Services Department P.O. Box 1000 Bradenton, Florida 34206 Attn: Elaine Maholtz		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

14

<b>SUBJECT</b>	FY 2010/2011 Manatee Glens Nonprofit Agency Funding Agreements	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	October 26, 2010	<b>DATE SUBMITTED/REVISED</b>	October 15, 2010
<b>BRIEFINGS? Who?</b>	None	<b>CONSEQUENCES IF DEFERRED</b>	Delay in agency receiving reimbursement for services
<b>DEPARTMENT/DIVISION</b>	Community Services Human Services	<b>AUTHORIZED BY TITLE</b>	Brenda G. Rogers Director <i>Brenda Rogers 10/14/2010</i>
<b>CONTACT PERSON</b> <b>TELEPHONE/EXTENSION</b>	Janice Dunbar-Smith Ken Hawke Ext 3030	<b>PRESENTER/TITLE</b> <b>TELEPHONE/EXTENSION</b>	Elaine Maholtz, Human Services Manager Ext 3030
<b>ADMINISTRATIVE APPROVAL</b>		<i>[Signature]</i>	

<b>ACTION DESIRED</b> INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED																		
<p>Authorization for the Chairman to execute three (3) non-profit agency funding agreements with Manatee Glens Corporation for the period October 1, 2010 through September 30, 2011 for the following programs:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 35%;"><u>Program</u></th> <th style="text-align: left; width: 25%;"><u>Funding Amount</u></th> <th style="text-align: left; width: 40%;"><u>Funding Source</u></th> </tr> </thead> <tbody> <tr> <td>1) Baker Act (Adult)</td> <td>\$541,837</td> <td>General Revenue</td> </tr> <tr> <td>Rape Crisis (Adult)</td> <td>\$ 55,098</td> <td>General Revenue</td> </tr> <tr> <td>2) Inpatient Detoxification (Adult)</td> <td>\$352,545</td> <td>General Revenue &amp; Health Care Fund</td> </tr> <tr> <td>Outpatient Detoxification (Adult)</td> <td>\$120,992</td> <td>General Revenue</td> </tr> <tr> <td>3) Baker Act (Youth)</td> <td>\$131,759</td> <td>Children's Services Dedicated Millage &amp; General Revenue</td> </tr> </tbody> </table> <p style="text-align: right; margin-top: 10px;"><b>APPROVED IN OPEN SESSION</b></p> <p style="text-align: right; margin-top: 10px;">OCT 26 2010</p>	<u>Program</u>	<u>Funding Amount</u>	<u>Funding Source</u>	1) Baker Act (Adult)	\$541,837	General Revenue	Rape Crisis (Adult)	\$ 55,098	General Revenue	2) Inpatient Detoxification (Adult)	\$352,545	General Revenue & Health Care Fund	Outpatient Detoxification (Adult)	\$120,992	General Revenue	3) Baker Act (Youth)	\$131,759	Children's Services Dedicated Millage & General Revenue
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<b>ENABLING/REGULATING AUTHORITY</b> Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy	<b>BOARD OF COUNTY COMMISSIONERS</b> <b>MANATEE COUNTY, FLORIDA</b>
11.1.4 Efficiency in Service Delivery; Manatee County Ordinance 08-26; Manatee County Resolution R-08-134 (Health Care Fund) F.S. 394 Part 1 (Baker Act) Manatee County Ordinance 91-42 (Children's Service Ordinance)	

<b>BACKGROUND/DISCUSSION</b>
<ul style="list-style-type: none"> <li>See Page 2</li> </ul>



COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: ____) 
<input type="checkbox"/>	<b>NOT REVIEWED</b> (No apparent legal issues)
<input checked="" type="checkbox"/>	<b>NOT REVIEWED</b> (Utilizes exact form or procedure previously approved by CAO)
<input checked="" type="checkbox"/>	<b>OTHER</b> 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.

<b>ATTACHMENTS:</b> (List in order as attached)		<b>INSTRUCTIONS TO BOARD RECORDS:</b> ✓ 10/29/10 DFW	
Sample Agreement County Attorney response		One of each fully executed agreement to Board Records One of each fully executed agreement to Community Services Janice Dunbar-Smith	
<b>COST:</b>	\$1,202,231	<b>SOURCE (ACCT # &amp; NAME):</b>	0010950010 General Revenue 104.0015002 Children's Services Tax 164.0950010 Health Care Fund
<b>COMMENTS:</b>	None	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

(Continued from page 1)

- On 9/28/10 Board adopted FY 2010/2011 budget that included funding for non-profit agencies.
- FY 2010/2011 agreements are needed at this time with Manatee Glens to provide appropriate funding mechanism and service level accountability for the current fiscal year.
- Agreements specify that Manatee Glens must perform required (program specific) levels of service and submit, among other items, copies of Board minutes and proof of appropriate insurance.
- Special conditions provide for program-specific contract requirements.
- Agency programs are funded through sources noted on page one.
- Agency may be visited multiple times through the contract year by Community Services Department staff members conducting site visits. Monthly desk reviews also conducted.

**AGREEMENT FOR  
NON-PROFIT AGENCY SERVICES**

*Sample*

**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 Glens Corporation, 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 \$596,935 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, 2010 and ending on September 30, 2011. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by the mutual agreement of the parties for additional terms of one (1) year. Such renewal shall be by Addendum to Article 4.A, Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

**ARTICLE 5: TERMINATION.** A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

**B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within 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 GLENS CORPORATION  
                                  ATTN: PRESIDENT/CEO  
                                  P.O. BOX 9478  
                                  BRADENTON, FL 34206**

**If by hand delivery:     391 6<sup>TH</sup> AVENUE WEST  
                                  BRADENTON, FL 34205**

**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

- 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**COUNTY**

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

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

**DEPUTY CLERK**

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

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

**Donna G. Hayes  
CHAIRMAN**

Date of Execution: \_\_\_\_\_

**ATTACHMENT A1**

**PROGRAM DESCRIPTION**

**MANATEE GLENS CORPORATION  
BAKER ACT SERVICES**

- A. **SERVICE DESCRIPTION:** Agency shall provide Baker Act Services pursuant to Florida Statute, Chapter 394, Part I (Baker Act), at the Manatee Glens Hospital Crisis Center, hereinafter "Program," to Manatee County residents, eighteen (18) years of age and over, in acute psychiatric distress who have been determined to be a threat to themselves or others as a result of their mental illness or are in need of inpatient psychiatric stabilization, hereinafter "Client." Program shall be available 24 hours per day for persons presented on a voluntary or involuntary basis. As Manatee County's designated public receiving facility, the Manatee Glens Corporation shall provide screening and inpatient stabilization services regardless of a person's ability to pay.
- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Baker Act Services for Manatee County residents, eighteen (18) years of age and over .



**ATTACHMENT A2**

**PROGRAM DESCRIPTION**

**MANATEE GLENS CORPORATION  
RAPE CRISIS SERVICES**

- A. **SERVICE DESCRIPTION:** Agency shall provide on-call Rape Crisis Services 24 hours per day, seven days per week, hereinafter "Program", to Manatee County residents who are sexual assault victims or to victims of sexual assault which occurred in Manatee County (primary victims), and their families or significant others (secondary victims), hereinafter "Client". Services shall be provided to primary victim Clients eighteen (18) years of age and older.

Program shall include initial crisis intervention through the Agency Hotline, follow-up contacts, criminal support/advocacy, education, direction to community agencies, collaboration with these agencies, law enforcement, and other resources, assistance with crimes compensation claims, assistance with medical services and support groups. Clients requiring intensive psychological service shall be referred for individual and family therapy, which is not included in Program.

Program staff providing Rape Crisis Services shall receive 50 hours of training in the provision of Rape Crisis Services, or have comparable education or experience. Program staff shall be available to meet with Clients as required 24 hours per day, seven days per week. Program staff shall respond on-site at homes, hospital emergency departments, medical clinics, law enforcement agencies, and other sites as required.

- B. **UNIT OF SERVICE:** A unit of service shall be defined as one day of operation of Rape Crisis Services.

**ATTACHMENT B1**

**PAYMENTS**

**MANATEE GLENS CORPORATION  
BAKER ACT SERVICES**

**Agency shall be paid by the County an amount not to exceed \$541,837 for the program as specified below:**

- 1) Agency shall provide 365 units of Baker Act Services, during the term of the Agreement. Agency shall be paid by the County in the amount of \$1,484.49 for each unit of service provided in accordance with Article 1, Attachment A1 and documented in accordance with Article 3, Attachment B1, Section 3.**
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for services provided.**
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15<sup>th</sup> of each month for service(s) provided the preceding month.**
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.**

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

**NON-PROFIT AGENCIES**

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** BAKER ACT 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
\$	\$541,837	\$	\$

**SECTION 2: CLIENT SERVICES**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$1,484.49	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

**Attach: Monthly Unit Tracking Form as approved by County representative to include daily total number of Manatee County residents, age 18 and over, served by the Program.**

**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 B2**

**PAYMENTS**

**MANATEE GLENS CORPORATION  
RAPE CRISIS SERVICES**

**Agency shall be paid by the County an amount not to exceed \$55,098 for the program as specified below:**

- 1) Agency shall provide 365 units of Rape Crisis Services during the term of the Agreement. Agency shall be paid by the County in the amount of \$150.96 for each unit of service provided in accordance with Article 1, Attachment A2 and documented in accordance with Article 3, Attachment B2, Section 3.**
- 2) Payments shall be disbursed in the form of a monthly advance payment pursuant to Section 394.76(10) of the Florida Statutes. Monthly payments shall be one-twelfth of the total amount as specified above for service(s) provided.**
- 3) To receive payments, Agency shall submit all Progress Reports and/or Requests for Payment as described in Exhibit 1 to this Attachment, to the County by the 15<sup>th</sup> of each month for service(s) provided the preceding month.**
- 4) If fewer units of service have been delivered during the period of this Agreement than agreed upon, any advance funds due to the County shall be returned to the County within fifteen (15) calendar days after the term of the Agreement has expired.**

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

**NON-PROFIT AGENCIES**

**AGENCY:** MANATEE GLENS CORPORATION

**PROJECT NUMBER:** (FOR COUNTY FINANCE USE ONLY)

**PROGRAM:** RAPE CRISIS 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
\$	\$55,098	\$	\$

**SECTION 2: CLIENT SERVICE**

(1)	(2)	(3)	(4)	(5)	(6)	(7)
UNIT COST	CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$150.96	365				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

**Attach: Monthly Unit Tracking Form as approved by County representative to include daily total number of primary victim clients, age 18 and over, served by the Program.**

**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 GLENS CORPORATION  
BAKER ACT SERVICES  
RAPE CRISIS SERVICES**

1. Agency shall provide by the 15<sup>th</sup> 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 Board of Director's minutes. At County representative's request, Agency shall make available Board of Director's financial reports and all staff, committee and Executive Director reports submitted to the Board of Directors or referenced in the Board of Director's minutes. (If submitted with another report, please indicate);
  - C. Number of unduplicated clients served under the Program. An unduplicated client as used herein and defined in Attachments A1, and A2 to this Agreement;
  - D. Changes in the Board of Director's composition; and
  - E. Changes in staff which differ 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: (See Special Condition Number 10 and Number 11)

Hours of Service:
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 30<sup>th</sup> 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. Where 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. Agency shall complete annual enrollment in County's Program Outcome Measurement (POM) Project upon commencement of this Agreement. County shall have the option to require agency staff training and/or conduct reviews with respect to compliance with the POM Project.
9. The indemnity provided by Agency under Article 8, Indemnification, shall not apply to the following:
  - a. To any settlement agreement entered into by County without the written consent of Agency;
  - b. To any claim, injury, suit or liability to the extent that such claim, injury, suit or liability arises out of the actions or obligations of Manatee County, its employees or agents; or
  - c. To any claim or expense of attorney or other professional fees incurred due to County's retaining separate counsel, in addition to counsel provided by Agency, provided that County has approved counsel provided by Agency and provided that a conflict of interest between Agency and County would not require representation by separate counsel.
10. The following shall apply to Baker Act Services:

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

- |                   |   |
|-------------------|---|
| Location:         | <ul style="list-style-type: none"><li>• Manatee Glens Hospital Crisis Center<br/>2020 26<sup>th</sup> Avenue East<br/>Bradenton, FL 34208</li></ul> |
| Hours of Service: | <ul style="list-style-type: none"><li>• 24 hours per day, 7 days a week<br/>365 days per year</li></ul>   |

**11. The following shall apply to Rape Crisis Services:**

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

**Location:** Services shall be provided wherever they are needed, including, but not limited to:

- Hospitals
- Law Enforcement Agencies
- State Attorney's Office
- Victim's Home
- Rape Crisis Staff Office  
379 6<sup>th</sup> Avenue West  
Bradenton, FL 34205

**Hours of Service:** Services shall be available 24 hours a day, seven days per week on an on-call basis. Target response time shall be within one hour when required to meet with client.

**b. Upon request by County representative, Agency shall make available documentation supporting availability of Program staff to respond to a Client 24 hours a day, seven days per week, and to meet with a Client within one hour as required. Such documentation may include, but not be limited to, Program daily intake or event logs, Program staff schedules, Program staff time sheets or other information deemed acceptable by County representative.**



**EXHIBIT 1**

**CLIENT FEE SCHEDULE/SLIDING FEE SCALE/SCHOLARSHIP POLICY**

**MANATEE GLENS CORPORATION  
BAKER ACT SERVICES  
RAPE CRISIS SERVICES**

**Program service fees include third party (insurance) payments and patient fees. Patients without insurance are charged a fee based on family size and income level. Most patients receive a 95% discount.**

**No fees are charged for Rape Crisis Services.**

ALL LINES

ATTACHMENT D

# **CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

02/10/2010

PRODUCER

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

T.M.G., INC.  
52 Riley Road, Suite 355  
Celebration, FL 34747

## **COMPANIES AFFORDING COVERAGE**

CODE

SUB-CODE

INSURED

MANATEE GLENS CORPORATION  
P.O. Box 9478  
Bradenton, FL 34206

COMPANY LETTER A Mental Health Risk Retention Group  
COMPANY LETTER B  
COMPANY LETTER C  
COMPANY LETTER D  
COMPANY LETTER E

### **COVERAGES**

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

CO-TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT.	CCL0001821	02/10/10	02/10/11	GENERAL AGGREGATE \$ 3MM PRODUCTS-COMPOUNDS AGGREGATE \$ 3MM PERSONAL & ADVERTISING INJURY \$ 1MM EACH OCCURRENCE \$ 1MM FIRE DAMAGE (Any one fire) \$ 300K MEDICAL EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	<div> <p>RECEIVED</p> <p>FEB 08 2010</p> <p>MANATEE COUNTY COMMUNITY SERVICES</p> </div>			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY OTHER THAN UMBRELLA FORM WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY OTHER				EACH OCCURRENCE \$ AGGREGATE \$ STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
	Professional Liability	CCL0001821	02/10/10	02/10/11	\$1MM Each Claim \$3MM Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Mental Health and Addiction Services Facility

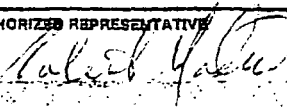
CERTIFICATE HOLDER

Manatee County Community Services  
P.O. Box 1000  
Bradenton, FL 34206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



FORM 25-S (3/89)

SACORD CORPORATION 1989



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

*Handwritten: PMV 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/jcg

cc: