

**AGREEMENT FOR  
NON-PROFIT AGENCY SERVICES**

**THIS AGREEMENT** ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Manatee Children's Services, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2013.

**WHEREAS**, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged residents of Manatee County, Florida, to promote the general health, safety and welfare; and

**WHEREAS**, the Agency is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged residents of Manatee County, Florida; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

**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 the body of this Agreement and any attachment or exhibit hereto, the Provisions contained within the body of this Agreement 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 \$69,000 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

**ARTICLE 4: CONTRACT TERM.** A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one year, commencing on October 1, 2013 and ending on September 30, 2014. 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 written amendment for one (1) additional term of one (1) year, for a maximum total two (2) years.

**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 CHILDREN'S SERVICES, INC.  
ATTN: EXECUTIVE DIRECTOR  
453 CORTEZ ROAD WEST  
BRADENTON, FL 34207

**If by hand delivery:** 453 CORTEZ ROAD WEST  
BRADENTON, FL 34207

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

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

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. 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: PUBLIC RECORDS.** By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

**C: 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.

**D: 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 made available upon request of County's Representative.

**E: 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.

**F: 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.

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

**H: 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.

**I: AGENCY'S DIRECTORS.** Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and 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, no current officer or employee of the Manatee County Community Services Department may serve on Agency's governing board.

**J: 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 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. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

**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, judgments, 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 judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. 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 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 judgment 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 approved 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: CATASTROPHIC EVENTS.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other life cause beyond the reasonable control of the party obliged to perform.

**ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 16: CONSTRUCTION.** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

**ARTICLE 17: WAIVERS.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

**ARTICLE 18: GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 19: REMEDIES.** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

**ARTICLE 20: ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

**ARTICLE 22: 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, effective as of the date set forth above.

**WITNESSES:**

Sign Name: Katryn Renzenbrink  
Print Name: Kathryn Renzenbrink  
Sign Name: Elizabeth Kelly  
Print Name: Elizabeth Kelly

**MANATEE CHILDREN'S SERVICES, INC.**

By: Melinda C. Thompson  
Print Name: Melinda C. Thompson  
Title: CEO  
Phone Number: 941-345-1200

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

By: Cheri Jessman  
DEPUTY CLERK

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

By: Larry Gustafson  
CHAIRMAN



Date of Execution: DECEMBER 17, 2013

## ATTACHMENT A

### PROGRAM DESCRIPTION

#### MANATEE CHILDREN'S SERVICES, INC.

#### CHILD PROTECTION FORENSIC MEDICAL EXAMINATIONS

- A. **SERVICE DESCRIPTION:** Agency shall perform the initial physical medical examination, for the purpose of child protection and collecting forensic evidence, hereinafter "Program," on alleged victims of physical abuse and/or neglect who are Manatee County children ages birth (0) through seventeen (17) years of age, hereinafter "Client." Per Florida Statute 39.303(3), the examination shall be performed by the following medical professionals of a Child Protection Team: Pediatrician (M.D. or D.O.), Advanced Registered Nurse Practitioner (ARNP), or Physician Assistant (PA).

Per Florida Statute 39.304(5), the County in which the child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child.

**Initial physical medical examination:** For the purpose of this agreement, initial physical medical examination is defined as the first physical examination completed to assess allegations of physical abuse or neglect of the alleged child victim of physical abuse and/or neglect. The following shall not be billed to County nor be considered the initial examination: services for victims of sexual abuse or sexual assault; medical consultations or review of medical records, psychological evaluations, and examinations conducted in addition to the initial physical medical examination of the Client for the same or additional allegation.

Agency is not required to submit a claim for payment of the examination to Medicaid or other 3<sup>rd</sup> party insurance carrier. In the event Agency has elected to submit a claim for payment of an examination to Medicaid or other 3<sup>rd</sup> party insurance carrier, Agency shall not submit a request to the County for the examination if payment of the claim is pending or payment has been received from the claim. Agency may, however, bill the County in situations where payment of the claim has been denied by Medicaid or 3<sup>rd</sup> party insurance carrier.

**Documentation:** The following documentation shall be maintained at the Agency and shall be made available upon request of County's Representative.

1. **Written report of findings** – A clear statement of findings and conclusions must be documented in the medical report.
2. **Reason/need for examination** – A clear statement of need for initial physical examination must be documented.
3. **Medicaid/3<sup>rd</sup> Party payment** – An explanation of payment or explanation of benefits must be on file when agency has elected to submit a claim for payment to Medicaid or other 3<sup>rd</sup> party insurance carrier for documentation of amount of payment to Agency or denial of claim.

Agency shall provide the following essential information each month:

- Client identifier: Child's initials and date of birth
- Child's residential zip code
- Date of examination
- Reason/Purpose of exam: physical abuse or neglect
- Name and Medical Title of medical professional: M.D., D.O., ARNP, or PA
- Referral Source: Child Protection Investigator, Safe Children Coalition, or Law Enforcement
- Current Procedural Terminology Code: 99201, 99202, 99203, 99204, or 99205

- B. **Unit of Service:** A unit of service shall be defined as one initial physical medical examination to a Client.

## **ATTACHMENT B**

### **PAYMENTS**

#### **MANATEE CHILDREN'S SERVICES, INC.**

#### **CHILD PROTECTION FORENSIC MEDICAL EXAMINATIONS**

Agency shall be paid by the County an amount not to exceed \$69,000 for the program as specified below:

- 1) Agency shall be paid monthly for services provided and documented in accordance with Attachment A "Program Description" of this Agreement. During the term of the Agreement, rate of payment shall be determined by County based on the Medicaid Provider Fee Schedules for Physicians, Advanced Registered Nurse Practitioner, and Physician Assistant and the following Current Procedural Terminology Codes: 99201, 99202, 99203, 99204, and 99205. County shall utilize the most current Medicaid Provider Reimbursement Schedules in the Florida Administrative Code published through the Florida Administrative Register.
- 2) Agency shall submit all Requests for Payment, as described in Exhibit 1 to this Attachment B "Payments", to the County by the 15th of each month.
- 3) Within fifteen (15) calendar days after expiration of the Agreement, the Agency shall render a final and complete Request for Payment. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen (15) day period.



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

**NON-PROFIT AGENCIES**

AGENCY: MANATEE CHILDREN'S SERVICES, INC.

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payment):

PROJECT NUMBER: 104-0015002

PROGRAM: CHILD PROTECTION FORENSIC MEDICAL EXAMINATIONS

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
\$	\$69,000	\$	\$

**SECTION 2: CLIENT SERVICES**

	(1)	(2)	(3)	(4)	(5)	(6)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Medicaid Provider fee schedule	\$69,000				%	%

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Monthly Unit Tracking Form for Forensic Medical Examinations 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 CHILDREN'S SERVICES, INC.**

**CHILD PROTECTION FORENSIC MEDICAL EXAMINATIONS**

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. Changes in the Board of Director's composition; and
  - C. Changes in staff which differs from Agency's proposal for funding or has changed during the contract term. (Include staff vacancies or changes which affect the Program). Through this report Agency shall ensure that it has provided sufficient staff to conduct Program in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Agency.
  
2. Agency shall provide Program at the following locations and during the following hours:

Location: Manatee Children's Services, 453 Cortez Road West, Bradenton  
or other location, as necessary

Hours of Service: 24 hours per day, seven (7) days per week.
  
3. Agency shall submit to the County's Representative a 'Program Quarterly Expenditure Report' presenting expenditures and revenues report for the Program through the Online Data Management (ODM) system. At a minimum the report shall provide quarterly and year-to-date revenue (by source) and expenditures (by line item). 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. To facilitate the maximum amount of client privacy during any record review, the County's Representative shall endeavor to review records on site 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. Agency shall maintain program files and/or individual client files reflecting services provided. County's Representative shall have the option of reviewing the contents of the files.
  
7. Agency shall provide client data information for each client provided services under the terms of this agreement and shall document such efforts as required by the County's Representative, or designee. Agency shall submit Quarterly 'Children's Services Client Demographics' Report through the Online Data Management (ODM) system by the 30<sup>th</sup> of the month during each of the following months: January, April, July, and October.

# ATTACHMENT D



MANAT-8      OP ID: JJ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 Eric Beck Adam Bouchard, AA	Phone: 727-447-6481 Fax: 727-449-1267	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
<b>INSURED</b> Manatee Children's Services, Inc. Melinda Thompson 453 Cortez Rd W Bradenton, FL 34207-1544		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Bridgefield Employers Ins Co	10701	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Arch Insurance Company	11150															
INSURER B: Bridgefield Employers Ins Co	10701															
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	X	NCPKG0192502	10/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/DP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NCAUT0192502	10/01/2013	07/01/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		NCFXS0192501	10/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIRM/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		083042297	06/18/2013	06/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH (SR) E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		NCPKG0192502	10/01/2013	10/01/2014	Limits \$1MM/\$3MM
A	Abuse & Molestatio		NCPKG0192502	10/01/2013	10/01/2014	Limits \$1MM/\$3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY ONLY IF REQUIRED BY WRITTEN CONTRACT, AND SUBJECT TO THE TERMS, CONDITIONS AND LIMITS AS SPECIFIED IN THE POLICY.

<b>CERTIFICATE HOLDER</b>  MANATEE COUNTY GOVERNMENT COMMUNITY SERVICES DEPARTMENT CHILDREN'S SECTION PO BOX 1000 BRADENTON, FL 34206	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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December 17, 2013 - Regular Meeting  
Agenda Item #16

DECEMBER 17, 2013

**APPROVED IN OPEN SESSION**  
**BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY**

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Subject

FY2014 Children's Services Non-Profit Agency Agreement

Briefings

None

Contact and/or Presenter Information

Michael Neuges, Human Services Manager, x3030

Action Requested

Authorization for the Chairman to execute non-profit agency agreement with Manatee Children's Services, Inc., Child Protection Forensic Medical Examinations for the time period of October 1, 2013, through September 30, 2014.

Enabling/Regulating Authority

Florida Statutes Chapter 125

Florida Statutes 39.304(5)

Manatee County Ordinance 91-42

Background Discussion

On 9/19/13 the Board adopted Fiscal Year 2013/2014 budget that included funding for Non-Profit Agencies funded through the Children's Services Dedicated Millage.

FY13/14 Agreement with Manatee Children's Services has been prepared to provide the appropriate funding mechanism and service level accountability for payment of Child Protection Team Forensic Medical Examinations. Per Florida Statute 39.304(5), the county in which the child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child.

The agreement specifies that funding recipient must perform specific level of services and submit documentation supporting the performance of the services as defined in the agreement, and submit, among other items, an audit of agency and proof of insurance.

Agencies may be visited multiple times throughout the contract year by Community Service Department staff members, and monthly desk monitoring is conducted. The program has been reviewed and recommended for funding by the Children's Services Advisory Board.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Consulted with M.S. on incorporating language in the agreement regarding County's obligation to pay for forensic medical examinations under Florida Statute 39.304(5) and setting a rate of payment not addressed in the Statute for the purpose of cost savings.

Reviewing Attorney

N/A

Instructions to Board Records      Sent interoffice mail. 12/18/2013/jr

One original document to Community Services Department for executed agreement

Cost and Funds Source Account Number and Name

\$69,000 Children's Services 104.0015002

Amount and Frequency of Recurring Costs

\$69,000

Attachment: [MCS-CPT ForensicMedicalExams.pdf](#)