

RESOLUTION R-18-170

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING AN EXPEDITED NON-PROFIT FUNDING AGREEMENT PROCESS; APPROVING THE USE OF A STANDARDIZED FORM OF AGREEMENTS FOR THE FUNDING OF HUMAN SERVICES IN THE COMMUNITY PROVIDED BY NON-PROFIT AGENCIES, STATE AGENCIES, AND LOCAL GOVERNMENT AGENCIES TO TARGET POPULATIONS IN MANATEE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, OR NEIGHBORHOOD SERVICES DEPARTMENT DIRECTOR TO EXECUTE AND AMEND SUCH AGREEMENTS WITH THOSE AGENCIES FOR RENDERED SERVICES, AND IN THOSE MAXIMUM FUNDING AMOUNTS, AS HAVE BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE COUNTY'S ANNUAL BUDGET PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners (County) provides financial assistance to Non-Profit agencies, state agencies, and local government agencies (Agencies) through the execution of a standard Agreement for Non-Profit Agency Services (Agreement) for the human services and goods to target populations in Manatee County; and

WHEREAS, County has approved funding for these Agencies, during the annual budget process, that provide a variety of programs services deemed beneficial to the health, safety and welfare of Manatee County residents and the community; and

WHEREAS, on an annual basis County enters into funding agreements with the Agencies to ensure program service delivery and to provide a mechanism for payment of those services; and

WHEREAS, County desires to streamline the Agency funding process by expediting the execution of Agreements and amendments thereto when necessary; and

WHEREAS, to this end, the County desires to authorize the County Administrator, Deputy County Administrator, and the Director of the Neighborhood Services Department to sign Agreements and related amendments with Agencies for approved funding on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY FLORIDA THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. Funding for Agencies is approved during the annual budget process;
2. The services to be provided pursuant to the Agreements serve a valid public purpose; and

3. It is in the best interest of County, and furthers the public health, safety and welfare of County residents, to approve the standard form of, and authorize the execution of, the Agreements in order for the County to fund approved services provided pursuant thereto.

SECTION 2. APPROVAL OF STANDARD AGREEMENT. The Board hereby approves the form of the Agreement for Non-Profit Agency Services.

1. The form of Agreement for Non-Profit Agency Services between County and Non-Profit agencies, state agencies, and local government agencies, substantially in the form attached hereto as Exhibit "A".
2. The form of Agreement has been reviewed and approved by the County Attorney.

SECTION 3. AUTHORIZATION TO EXECUTE. The County Administrator, Deputy County Administrator or the Director of the Neighborhood Services Department is hereby authorized and directed to sign and deliver the Agreements and related amendments thereto, subject to the following limitations:

1. Such Agreements shall be between the County and such Agencies as are approved by the Board of County Commissioners pursuant to its annual budget process;
2. Such Agreements shall provide for the funding of the human services and goods provided to target populations in Manatee County, and shall be subject to such maximum funding amounts, as are approved by the Board of County Commissioners pursuant to its annual budget process; and
3. Such Agreements shall be substantially in the form approved in Section 2 above, and related amendments to executed Agreements thereto shall be limited to insubstantial changes, insertions and omissions, and such exhibits thereto, as may be deemed necessary to specify expected program service delivery and requirements; and
4. Related amendments to executed Agreements thereto requiring funds in addition to those as are approved by the Board of County Commissioners pursuant to its annual budget process shall require Board action for execution.

SECTION 4. REPORTING. The County Administrator shall annually provide an annual accounting to the Board of County Commissioners of all Agreements and related amendments approved and executed as noted in Section 3 above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED with a quorum present and voting on the 23rd day of Oct, 2018.



BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: Priscilla Trace
Priscilla Trace, Chairman

ATTEST: Angelina "Angel" Colonnese, Clerk of the Circuit Court

By: Debra Essner
Deputy Clerk

EXHIBIT A

**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 [insert legal name of agency], a not for profit [insert type of organization / check on Sunbiz], existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2018.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk 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 [insert name of State] for the purpose of providing social support services to disadvantaged or at risk 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 \$[insert funded amount] 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 DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. 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.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2018/2019 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2018, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. 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 or designee 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.

ii. 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.

iii. 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: [insert legal name of agency]
Attn: Executive Director
[insert mailing address]
[insert city, state, zip code]

If by hand delivery: [insert physical address]
[insert city, state, zip code]

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
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 years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation 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.

v. 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.

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

i. Keep and maintain public records required by the County to perform the Program services

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

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, disability, 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 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 Neighborhood 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, and only for Program services actually rendered by Agency. 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 upon request by County Representative.

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.

vii. With respect to program files and/or individual client files documenting services:

1. County's Representative shall have the option of reviewing the contents of the files.

2. Agency shall have the following information available during all site visits:

a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.

b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. 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.

1. 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.
2. 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.
3. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend 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 attorney's 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 as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- ii. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

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 the day 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 the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

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

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

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood 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 cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

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 attorney's 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: _____

Print Name: _____

Sign Name: _____

Print Name: _____

AGENCY

By: _____

Print Name: _____

Title: _____

Phone Number: _____

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Deputy County Administrator

Date of Execution: _____

**ATTACHMENT A
PROGRAM DESCRIPTION**

AGENCY NAME
PROGRAM NAME

1. PROGRAM DESCRIPTION:
 - a. Agency shall provide [insert brief, general description of program], hereinafter “Program”.
2. TARGET POPULATION:
 - a. This program shall serve [insert description of qualified participants], who are residents of Manatee County, hereinafter, “Client”.
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. [insert location]
 - b. The Program will be provided at the following time(s):
 - i. [insert dates and times]
 - c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.
4. SERVICES:
 - a. Program shall provide [insert brief description of services]
5. UNIT OF SERVICE: A unit of service shall be defined as [insert definition].
6. RESULTS:
 - a. Program results, approved by County, shall be tracked and verified by Agency.
 - i. Result/Target Statement:
 1. Of the [insert # of clients along with a brief participant description], we anticipate serving, [insert specific # of persons to achieve the results] will get to the following result: [insert the stated result]
 - ii. Verification:
 1. [state or list verification]
 - iii. Milestones:
 1. [list milestones]
 - b. Modification to results, targets, verification and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

**ATTACHMENT B
PAYMENTS**

AGENCY NAME
PROGRAM NAME

Agency shall be paid by the County an amount not to exceed \$[insert contract amount] for the program provided during the time period of this Agreement, as specified below:

1. Units of Service:
 - a. Agency shall provide [insert #] units of service, during the term of the Agreement.
2. Unit Rate:
 - a. Agency shall be paid by the County in the amount of \$[insert unit rate] for each unit of service provided in accordance with Article 1, Attachment A,
3. Supporting Documentation:
 - a. Payment Request Form:
 - i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. [insert data needed to report and to document units of service provided, such as # days of operation]
 - ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form:
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
 3. Program Schedule: Agency shall provide an anticipated program schedule for the next reporting period.
4. Cumulative Payment Cap:
 - a. Agency shall be paid [insert timeframe (i.e. monthly/quarterly)] [insert method (i.e., for the actual number of units of service it has provided and documented)].
 - b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$XX,XXX	April	\$XX,XXX
November	\$XX,XXX	May	\$XX,XXX
December	\$XX,XXX	June	\$XX,XXX
January	\$XX,XXX	July	\$XX,XXX
February	\$XX,XXX	August	\$XX,XXX
March	\$XX,XXX	September	\$[insert contract amount]

5. Submission Date:
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
6. Final Payment Request:
 - a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
NON-PROFIT AGENCY PAYMENT REQUEST FORM

AGENCY: _____

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

PROJECT NUMBER: _____

PROGRAM: _____

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$[insert contract amount]	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$[insert unit rate]	[insert # units]				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit 1 original—signature blue ink—and 2 photocopies of unit tracking report with 1 copy supporting documentation attached to each)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

AGENCY NAME
PROGRAM NAME

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:

- a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2019	Due: Apr 30, 2019	Due: Jul 30, 2019	Due: Oct 30, 2019
Title	Requirement/Description		
i. Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii. Program Results Report	Agency shall track and report program result(s) and target(s) for the clients served during the term of this agreement (updated each quarter).		
iii. Children's Services Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		

2. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
a. Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability and Professional Liability insurance. ii. Agency shall, not less than the day 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.	
b. Financial Audit	Financial audit or compilation shall be submitted in accordance with Article 7, A, iii of this Agreement.	
c. Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.	
d. Licenses	Photocopies of licenses necessary to operate the program shall be provided to the county at the time of application or prior to the receipt of payment under this agreement. Copies of license renewals shall be submitted to the county upon receipt.	

3. Waivers:

- a. Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability Coverage (indicated in Article 9 item B) is waived for the duration of this Agreement.
- b. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

- c. Notwithstanding the provisions set for in Article 7, Section J, Paragraphs vii and xi, the requirements for Agency to obtain an Acknowledgement and Consent to Release Records and make release available for review or program files, are waived for the duration of this Agreement because the services rendered are group education and no individual client files are required.

**ATTACHMENT D
INSURANCE CERTIFICATE**

[insert agency's insurance certificate]

**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 Early Learning Coalition of Manatee County, Inc., a not for profit organization, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2018.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk 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 or at risk 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 \$2,260,143 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 DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. 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.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2018/2019 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2018, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. 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 or designee 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.

ii. 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.

iii. 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: Early Learning Coalition of Manatee County, Inc.
Attn: Chief Executive Officer
P.O. Box 939
Palmetto, FL 34220

If by hand delivery: Early Learning Coalition of Manatee County, Inc.
600 Eighth Avenue West, Suite 100
Palmetto, FL 34221

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
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 years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation 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.

v. 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.

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

i. Keep and maintain public records required by the County to perform the Program services

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

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, disability, 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 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 Neighborhood 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, and only for Program services actually rendered by Agency. 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 upon request by County Representative.

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.

vii. With respect to program files and/or individual client files documenting services:

1. County's Representative shall have the option of reviewing the contents of the files.

2. Agency shall have the following information available during all site visits:

a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.

b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. 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.

1. 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.
2. 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.
3. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend 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 attorney's 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 as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- ii. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

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 the day 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 the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

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

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

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood 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 cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

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 attorney's 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: Susan Ford

Print Name: Susan Ford

Sign Name: James Glusser

Print Name: James Glusser

AGENCY

By: Paul Sharff

Print Name: Paul Sharff

Title: Chief Executive Officer

Phone Number: 941-757-2900

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Dina De la Cruz
Chairperson

Date of Execution: 10/23/18

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court and Comptroller

By: Unki Jessor
Deputy Clerk

ATTACHMENT A
PROGRAM DESCRIPTION

EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION

1. **PROGRAM DESCRIPTION:**
 - a. Agency shall provide financial subsidies for early learning and childcare services, practice-based coaching, and early education services, hereinafter "Program".
2. **TARGET POPULATION:**
 - a. This program shall serve residents of Manatee County meeting the following criteria, hereinafter, "Client":
 - i. Children ages birth through 13 years; or
 - ii. Parent(s) seeking childcare for their children ages pre-birth through age 13; or
 - iii. Parent(s), legal guardian(s), or caregiver(s) who meet the defined Subsidy Eligibility Criteria; or
 - iv. Children ages 3 and 4 years, and their preschool classroom teachers; or
 - v. Childcare providers.
3. **LOCATION/HOURS OF SERVICE:**
 - a. Services will be provided at the following location(s):
 - i. Early Learning Coalition (office), 600 8th Avenue West, Palmetto, Florida
 - ii. Subcontracted childcare provider locations such as Child care centers, elementary schools, and middle schools
 - iii. Client's residence and community locations as needed
 - b. The Program will be provided at the following time(s):
 - i. Agency hours: Monday – Thursday, 7:00 am – 6:00 pm, Friday; 8:00 am – 12:00 pm; evenings and weekends as needed.
 - ii. Childcare provider hours vary based on licensure
 - c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.
4. **SERVICES:**
 - a. Program shall provide one or more early learning and child care services, including but not limited to, activities such as the following:
 - i. Financial subsidies for child care activities, such as intake, client eligibility determinations, and distribution of subsidies to child care providers; maintaining a waiting list for subsidies.
 - ii. Supplemental early care and education services, such as classroom quality assessments; early childhood screening and learning assessments; training/technical assistance for childcare providers; childcare provider list and referral system; and maintaining an early education tracking system and sharing of child level early education data with the Manatee County School District.
 - iii. Practice-based coaching activities, such as curriculum-specific training to classroom teachers of children ages 3 and 4; providing classroom curriculum materials; coaching on curriculum fidelity; and observation or assessment of classroom teachers.
 - iv. Early education services, such as home visits with parenting education and support in prenatal health, infant health and nutrition, infant development, early language and literacy support; providing age-appropriate books to develop their home library; and screenings for child development, speech, and language.
5. **UNIT OF SERVICE:** A unit of service shall be defined as a day of operation where services are available.
6. **RESULTS:**
 - a. Program results, approved by County, shall be measured, tracked and reported quarterly by Agency.
 - i. Result/Target Statement shall include a brief description of the targeted participants, the result being measured, the anticipated number to be measured, and number anticipated to achieve the result. The statement shall be provided in the following format:
 1. Of the [insert # of clients along with a brief participant description], we anticipate serving, [insert specific # of persons to achieve the results] will achieve the following result: [insert the stated result]
 - ii. Milestones, or incremental progress of targeted participants, shall be included in the quarterly reporting by the agency.
 - b. Modification to results, targets, and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

7. **SUBSIDY ELIGIBILITY CRITERIA** – Client must meet all criteria for a Subsidy Category, as follows:

Subsidy Category Name	Category Code	Reason for Care
Kinship	KIN	Child(ren) in the temporary or permanent care of a relative or non-relative caregiver
a. Kinship Program Child Care Referral from Manatee Children's Services; and b. Child's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.		
At-Risk Child	ARC	Child(ren) determined to be at risk of child abuse/neglect (or further child abuse/neglect)
a. At-Risk Child Program Child Care Referral from Department of Children and Families, Safe Children Coalition, or Manatee Sheriff's Office Child Protection indicating referral is for a child determined to be at risk of child abuse/neglect (or further child abuse/neglect); and/or in DCF Care/Custody; or b. Child Care Application and Authorization Form – Certified Domestic Violence Center or Designated Homeless Program from Hope Family Services indicating the child resides in a Certified Domestic Shelter; or c. Child is in the care of a relative or non-relative determined eligible for the State/Federal Relative Caregiver assistance program as documented by ACCESS. No referral is needed. d. When a referral expires, or is terminated by the referring agency, the parent/guardian will have three months (90 days) to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the initial child care authorization expires. e. Age Restrictions: Children ages 5 through age 13.		
County Scholarship	SCC	Child(ren) determined to be economically disadvantaged
a. Parent must have 20+ hours per week employment or training (or combination); or parent is determined to be exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.		
Child Care Purchasing Pool – 50% Match	CCPP	Child(ren) of low-income working parent(s)
a. Parent must have 20+ hours per week employment or training (or combination) at the time of application; or parent is exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13. Minimum term of eligibility = 1 year		
Early Intervention	EIP	Child(ren) determined to need early intervention services due to developmental delay and/or disability
a. Early Intervention Program Child Care Referral from Easter Seals or Community Haven indicating: <ul style="list-style-type: none"> Referral is for a child needing early intervention and therapy services in the child care setting; and Child's physician has signed a written statement confirming the presence of the child's developmental delay and/or disability, and the need for single or multiple therapeutic services; and b. Family income must not exceed 250% of Federal Poverty Level, and c. Age Restrictions: Children ages birth to age 3½.		

**ATTACHMENT B
PAYMENTS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

Agency shall be paid by the County an amount not to exceed \$2,260,143 for the program provided during the time period of this Agreement, as specified below:

1. Units of Service:
 - a. Agency shall provide 245 units of service, during the term of the Agreement.
2. Unit Rate:
 - a. Agency shall be paid by the County in the amount of \$9,225.08 for each unit of service provided in accordance with Article 1, Attachment A.
3. Supporting Documentation:
 - a. Payment Request Form:
 - i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. Dates of program operation
 4. Types of service provided per day
 - ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form:
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
 3. Program Schedule: Agency shall provide an anticipated program schedule for the next reporting period.
4. Cumulative Payment Cap:
 - a. Agency shall be paid monthly for the actual number of units of service it has provided and documented
 - b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 188,345	April	\$1,318,415
November	\$ 376,690	May	\$1,506,760
December	\$ 565,035	June	\$1,695,105
January	\$ 753,380	July	\$1,883,450
February	\$ 941,725	August	\$2,071,795
March	\$1,130,070	September	\$2,260,143

5. Submission Date:
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
6. Final Payment Request:
 - a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
NON-PROFIT AGENCY PAYMENT REQUEST FORM

AGENCY: Early Learning Coalition of Manatee County, Inc.

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

PROJECT NUMBER: 104-0015002-582000

PROGRAM: Early Care and Education

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$2,260,143	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$9,225.08	245				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit 1 original—signature blue ink—and 2 photocopies of unit tracking report with 1 copy supporting documentation attached to each)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:

- a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2019	Due: Apr 30, 2019	Due: Jul 30, 2019	Due: Oct 30, 2019
Title	Requirement/Description		
i. Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii. Program Results Report	Agency shall track and report program result(s) and target(s) for the clients served during the term of this agreement (updated each quarter).		
iii. Children's Services Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		

2. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
a. Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability and Professional Liability insurance. ii. Agency shall, not less than the day 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.	
b. Financial Audit	Financial audit shall be submitted in accordance with Article 7, A, iii of this Agreement.	
c. Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.	

3. Waivers:

- a. Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability Coverage (indicated in Article 9 item B) is waived for the duration of this Agreement.
- b. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

**ATTACHMENT D
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2018

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).

PRODUCER
Boyd Insurance & Investment Services, Inc.
717 Manatee Avenue West #300
Bradenton FL 34205

CONTACT NAME: Charyn Walker
PHONE (A/C, No, Ext): 941-745-8300 **FAX (A/C, No):** 941-782-6287
E-MAIL ADDRESS: charynw@boydinsurance.com

INSURED EARLLEA-01
Early Learning Coalition of Manatee County, Inc.
P.O. Box 939
Palmetto FL 34220

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Associated Industries Insurance Company	23140
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 685440925

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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1759690	4/3/2018	4/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1759690	4/3/2018	4/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB615869	4/3/2018	4/3/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1085191	6/24/2017	6/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Manatee County, a political subdivision of the State of Florida, is included as Additional Insured on the General Liability policy described.

CERTIFICATE HOLDER

Manatee County c/o Susan Ford Sr Human Svcs
P.O. Box 1000
Bradenton FL 34206-1000

CANCELLATION

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

L-Pat Oxburn

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10/23/2018

October 23, 2018 - Regular Meeting
Agenda Item #38

Subject

Non-Profit Agency Funding Agreements for FY18-19

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Ava Ehde, Department Director
Neighborhood Services Department, ext. 6301

Susan Ford, Lead Human Services Analyst
Neighborhood Services Department, ext. 3486

Action Requested

Adoption of Resolution R-18-170 and authorization for County Administrator or his designee to execute Non-Profit Funding Agreements for the amounts approved in the FY2018-19 County annual budget on September 18, 2018, within the established guidelines of the County Administrator's authority.

Authorization for the Chairman to execute the funding agreement with the Early Learning Coalition of Manatee County, Inc., for the Early Care and Education program in the amount of \$2,260,143 for the time period October 1, 2018, through September 30, 2019.

Enabling/Regulating Authority

Efficiency in Service

Background Discussion

- In previous fiscal years, the Board of County Commissioners has authorized the County Administrator or his designee to execute the Non-Profit Agency funding agreements, not to exceed the amount of funds approved by the Commission in the annual budget process and for the approved service, knowing that the Neighborhood Services Department staff is monitoring and evaluating the programs on a regular basis. This allows the department to expedite the funding agreement process and avoid delay of payment to the non-profit agencies to receive the funding.
- On September 11, 2018, Neighborhood Services Department staff presented to the Commission recommendations for the annual funding for Non-Profit agencies from both the General Fund and the Children's Services Dedicated Millage to support elements of programs that provide services to citizens in need of health and welfare assistance in a variety of eligibility areas.
- During the annual County budget process, which concluded with the budget approval at a public hearing on September 18, 2018, the Board of County Commissioners approved the annual awards to the Non-

Profit agencies.

- The Early Learning Coalition of Manatee County, Inc. (ELC) is the countywide state and local funded childcare program. Their program provides childcare subsidies to families in the County serving low-income children from birth to age 13 based on a sliding fee scale of income for the family with a goal of all children being school ready at the appropriate age. Childcare agencies within this program are held to a strict standard based on the number of children, developmental appropriate curriculum, and regular site visits by ELC, Florida Department of Children and Families, and the county where appropriate.
- There are not sufficient funds allocated from the state budget to provide subsidies to all of the children in need and Manatee County Children's Services Millage helps with additional funds so that the childcare subsidy waiting list can be reduced and children can be placed in quality care while parents work or go to school on the road to self-sufficiency.
- Staff from the Neighborhood Services Department evaluates and monitors funded programs monthly through a series of desk audits and site visits to ensure the programs are meeting contractual obligations.
- The format of all Non-Profit funding agreements are "Results First" based using the County Attorney's Office approved boilerplate language and special conditions in the individualized attachments to obtain the highest and most beneficial results for the investment by the County.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Email a copy of the adopted resolution and the executed agreement for the Early Learning Coalition of Manatee County to the attention of Susan Ford susan.ford@mymanatee.org.

Cost and Funds Source Account Number and Name

104-0015002-582000 Children's Services Tax - Early Learning Coalition

Amount and Frequency of Recurring Costs

\$2,260,143 based on annual funding awards

Attachment: [R-18-170.pdf](#)

Attachment: [CAO Response - RLS-2018-0384 FY 18-19 and 19-20 Non-Profit Agency Funding Agreement.pdf](#)

Attachment: [ELC FY18-19 Non-Profit Funding Agreement.pdf](#)

Attachment: [Adult NPA Funding Agenda Item - 09.11.18.pdf](#)

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - October 23, 2018

Attachment: [Children NPA Funding Agenda Item - 09.11.18.pdf](#)

Attachment: [Health Services Funding Agenda Item - 09.11.18.pdf](#)



www.mymanatee.org

Manatee County Government Administrative Center Commission

Chambers, First Floor 9:00 a.m. - September 11, 2018

REVISED September 11, 2018 - Regular Meeting

Agenda Item #53

Subject

Health Care Advisory Board - FY18/19 Funding Recommendations

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Joshua T. Barnett, HCAB Liaison
Health Care Services Manager
ext 3978

Cheri Coryea, HCAB Liaison
Deputy County Administrator
ext 3468

Action Requested

In matters pertaining to 2018/19 Health Care services:

1. Accept the FY2018/19 Manatee County Health Care Advisory Board annual review and recommendations for health care services to the medically needy; and
2. Approve the FY2018/19 Funding Recommendations for all Health Care services for the medically needy.

Enabling/Regulating Authority

R-17-035
F.S. Chapter 125

Background Discussion

1. Health Care Advisory Board:

Resolution 17-035 defines an appointed Health Care Advisory Board. The appointed Board presents to the Board of County Commissioners its FY18/19 funding recommendations as it pertains specifically to Section 2 Purposes and Duties items B and E, as a result of activities associated with duties outlined herein:

A. Evaluate, monitor and discuss the healthcare system in Manatee County including physical health, behavioral health and substance abuse, emerging state and federal legislation and policies that will have a direct or indirect impact on Manatee County.

B. Make recommendations to the BOCC that represent the consensus of the Advisory board regarding the funding of services for healthcare for the medically needy in this community.

C. Review evidence-based practices and programs, as well as data available related to healthcare in Manatee County to determine how

available resources may be maximized and new resourced engaged to enhance the long-term health and quality of life for Manatee County citizens.

D. Perform such other evaluative or other advisory tasks as the County Commission may, from time to time, refer to it.

E. The Advisory Board does not have the authority to "self-assign" projects, issues or initiatives not referred to by the BOCC, nor to take any policy position in the name of the County. The Advisory board shall present its work product to the County Commission primarily through the delivery of written reports to the Commission, and where appropriate, through presentation to the Commission in a live setting.

F. To the extent such resources are available to it, the Advisory Board may be assisted in these duties by County staff, consultants and other sources.

G. The County shall assign one or more County employees with the suitable knowledge and background to serve as the County's staff liaison to the Advisory Board. The County Attorney shall ensure the Advisory Board is provided with necessary legal advice.

2. Health Care Services:

Annually, the Board of County Commissioners determines the level of assistance/support to medically needy citizens of Manatee County, primarily through the provision of the following types of health care programs and services:

Mandated Health Care Services
County Administered Programs
For Profit Health Care Services
Non-Profit Agency

Staff has reviewed and monitored Health Care programs throughout the year in accordance with agreements for and have worked closely with the State through the Low Income Pool Program (LIP).

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

None

Cost and Funds Source Account Number and Name

TBD

Amount and Frequency of Recurring Costs

TBD

Attachment: [R17-035 signed.pdf](#)

Attachment: [FINAL 2019 Adult HCS Funding Memo.pdf](#)

Attachment: [HCAB Annual Report.pdf](#)

MEMORANDUM



To: Board of County Commissioners
Thru: Ed Hunzeker, County Administrator
From: Joshua T. Barnett, Health Care Services Manager
Neighborhood Services Department
Date: August 31, 2018
Subject: FY2019 Adult Health Care Services Funding Recommendations

The purpose of this memorandum is to provide the Board of County Commissioners with a status report pertaining to the Adult Health Care Service recommendations for the investment of FY18/19 general funds, and a summary of the process utilized.

Neighborhood Services Department – FY18/19 LIP Recommendations:

Budget recommendations are based upon the BOCC's approved two-year FY budget, spanning FY17/18 and FY18/19. Any proposed changes are predicated upon utilization/demand for these services.

FY 18/19 LIP Recommendations for Hospital-based and Federally Qualified Health Services (FQHC):

LOW INCOME POOL FY18/19	Manatee Memorial Hospital (Tier 1)	MCR Health Services (FQHC)	Blake Hospital (Tier 5)
Charity Care Cost	\$11,403,060	\$16,867,142	\$4,061,434
AHCA Requested LIP Amount	\$3,529,671	\$1,533,201	\$99,759
Total AHCA Requested LIP Amount	\$5,162,631 (\$36,045 More than FY17/18)		
Recommended LIP Amount	\$3,426,586	\$1,419,268	\$0
Performance Holdback	\$100,000	\$50,000	\$0
Projected LIP Return + Hold Back Total	\$7,020,924	\$3,310,659	\$0

It is recommended that funds allocated to compensate for charity care (uncompensated care) within hospitals and FQHC's be funded solely with the use of AHCA's Low Income Pool (LIP) program via 1115 Medicaid Demonstration Waiver, preserving the Physician-fund for community-based health care services. This would then permit facilities in receipt of LIP funds to utilize these allocated funds to pay for physician services within the funding provided by the state LIP program. Any non-invoiced funds could then later be provided to the identified hospital to cover facility and/or hospital-based physician costs associated with the provision of uncompensated charity care.

County Administrator's Office
1112 Manatee Avenue West, Bradenton, FL 34205
Phone number: (941) 745-3717

Review of FY 17/18:

In FY 2017/2018, the BOCC approved \$5,126,586 for Low Income Pool (LIP) investment between three health providers of uncompensated charity care; \$3,220,312 (62.82% of the allocated amount) was invoiced by AHCA to Manatee County, returning an additional \$4,137,593 to fund local health care.

Low Income Pool Allocations, Invoiced Amounts, Enhancements and Percentage of Charity Care Funded:

LOW INCOME POOL FY17/18	Manatee Memorial Hospital (Tier 1)	MCR Health Services (FQHC)	Blake Hospital (Tier 4)
Charity Care Cost	\$10,301,231	\$18,434,893	\$3,109,163
BOCC Approved Amount	\$3,526,586	\$1,469,268	\$330,732
Invoiced Amount to Manatee County by AHCA	\$1,775,587	\$1,419,268	\$25,457
Total LIP Payment by AHCA to Facility	\$3,514,609	\$3,812,207	\$31,092
Return on Investment (Additional Dollars to Manatee County)	\$1,739,022	\$2,392,939	\$5,635
<i>Unprocessed Performance Holdback</i>	<i>\$100,000</i>	<i>\$50,000</i>	<i>\$50,000</i>
Potential Total Funding = LIP Funding + Remaining BOCC Approved Amount + Hold Back Fund	\$5,265,608	\$3,912,207	\$336,367

Facilities in receipt of Low Income Pool (LIP) funds agreed to utilize the Health Information Exchange (HIE) and use funds locally, for residents of Manatee County. Agencies were also provided Agreements with the Neighborhood Services Department to implement Indigent Health Solutions (IHS) software to determine eligibility and exchange health data to help inform County-wide strategies to improve health outcomes for beneficiaries of public health resources and LIP funding. To date, Manatee Memorial Hospital and MCR Health Services have provided signed agreements. Their provided data will allow calculations of the available Performance Hold Back Funds set aside at the start of the year. Due to a late start with AHCA's LIP program, agencies did not receive funds until March 2018, delaying data analysis and the expanded provision of healthcare services. The process of data analysis is now started.

Neighborhood Services Department – FY18/19 Health Care Services Funding Recommendations:

1. Funding recommendations for Mandated, For Profit (LIP), Not for Profit, and Administrative Services are detailed within Attachment 1 of this memorandum, totaling \$21,556,154 (Attachment 1).
2. The development of a Pilot Community Health Worker program utilizing \$330,000 is recommended using the attached budget proposal (Attachment 2).

Should any Board member have questions regarding this memorandum or associated documents, please do not hesitate to inquire.

AE: jtb

Cc: Cheri Coryea, Deputy County Administrator
Jan Brewer, Financial Management
Ava Ehde, Interim Director, Neighborhood Services Department
Angela Wilson, Fiscal Analyst

Attachments: 1 FY2018/2019 Adult Health Care Services Investment Recommendations
2 Budget Proposal for Pilot Community Health Worker Program

ATTACHMENT 1 - FY2018/2019 Adult Health Care Services Investment Recommendations

2018/19 HEALTH CARE SERVICES - MANDATED SERVICES - BUDGETED						
Agency	Program	FY14/15 Actual	FY15/16 Actual	FY16/17 Actual	FY17/18 Budgeted	FY18/19 Proposed
Armor Correctional Health	Jail Medical FS 901.35 & 951.032	\$ 4,735,103.00	\$ 5,327,477.00	\$ 5,694,484.00	\$ 6,119,503.00	\$ 6,130,000.00
Centerstone of Florida	Mental Health Transport	\$ 93,970.00	\$ 93,970.00	\$ 93,970.00	\$ 93,970.00	\$ 93,970.00
Health Care Responsibility Act	HCRA FS 154.301	\$ 47,915.00	\$ -	\$ 2,834.00	\$ 150,000.00	\$ 150,000.00
Medicaid Match	Medicaid Match FS 409.915	\$ 4,778,212.00	\$ 4,796,486.00	\$ 4,911,908.00	\$ 4,349,527.00	\$ 4,341,074.00
Department of Health in Manatee	Services	\$ 929,962.00	\$ 929,962.00	\$ 929,962.00	\$ 929,962.00	\$ 929,962.00
Department of Health in Manatee	Facility	\$ 146,155.00	\$ 132,334.00	\$ 121,256.00	\$ 152,499.00	\$ 152,499.00
TOTALS		\$ 10,731,317.00	\$ 11,280,229.00	\$ 11,635,158.00	\$ 11,795,461.00	\$ 11,795,461.00

2018/19 HEALTH CARE SERVICES - COUNTY ADMINISTERED PROGRAMS FOR LOW INCOME PERSONS - BUDGETED						
Agency	Program	FY14/15 Actual	FY15/16 Actual	FY16/17 Actual	FY17/18 Budgeted	FY18/19 Proposed
Prescriptions	0.00	\$ 220,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
General Fund Cost Allocation	0.00	\$ 100,000.00	\$ 100,000.00			
HIE Health Information Exchange	Health Information Exchange			\$ 3,750.00	\$ 4,750.00	\$ 6,000.00
Hospital Audits	Hospital Audit Services		\$ 75,750.00		\$ 100,000.00	
IHS Indigent Health Solutions	Billing Software	\$ 23,648.00	\$ 31,924.00	\$ 58,235.00	\$ 73,666.00	\$ 75,000.00
TOTALS		\$ 343,648.00	\$ 407,676.00	\$ 261,987.00	\$ 378,416.00	\$ 281,000.00

2018/19 HEALTH CARE SERVICES - FOR PROFIT FUNDING - BUDGET						
Agency	Program	FY14/15 Actual	FY15/16 Actual	FY16/17 Actual	FY17/18 Budgeted	FY18/19 Proposed
Blake Medical Center	Indigent Health Care	\$ 1,225,262.00	\$ 523,155.00	\$ -	\$ 330,732.00	\$ -
Clinics & MCRHS	Indigent Health Care	\$ 724,850.00	\$ 564,476.00	\$ -	\$ 1,469,268.00	\$ 1,469,268.00
Total Low Income Pool (UP)	AHCA	NA	NA	\$ 505,000.00	\$ 5,326,586.00	\$ 4,995,854.00
Manatee Memorial Hospital	Indigent Health Care	\$ 5,406,707.00	\$ 3,526,586.00	\$ 3,021,586.00	\$ 3,526,586.00	\$ 3,526,586.00
Physician Payments	Indigent Health Care	\$ 538,238.00	\$ 657,266.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
TOTALS		\$ 7,949,243.00	\$ 5,328,458.00	\$ 4,833,561.00	\$ 6,576,586.00	\$ 6,245,854.00

2018/19 HEALTH CARE SERVICES - NOT FOR PROFIT - BUDGETED						
Agency	Program	FY14/15 Actual	FY15/16 Actual	FY16/17 Actual	FY17/18 Budgeted	FY18/19 Proposed
Centerstone of Florida	Baker Act Adult	\$ 709,745.00	\$ 709,745.00	\$ 709,745.00	\$ 709,745.00	\$ 709,745.00
Centerstone of Florida	In-patient and Residential Detox	\$ 811,100.00	\$ 811,100.00	\$ 811,100.00	\$ 811,100.00	\$ 696,158.00
Centerstone of Florida	Addictions Emergency Response	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00
Centerstone of Florida	Out Patient Detox	\$ -	\$ -	\$ -	\$ -	\$ 114,942.00
Centerstone of Florida	Rape Crisis Adult Advocacy	\$ 52,343.00	\$ 52,343.00	\$ 52,343.00	\$ 52,343.00	\$ 52,343.00
Legislative - CFBHN	Pilot - Opioid Peer Coach				\$ 500,000.00	
Manatee County Government	Pilot - Community ParaMedicine		\$ 221,498.00	\$ 221,498.00	\$ 357,119.00	\$ 357,119.00
Manatee County Rural Health Services	HIV Medical/Nutritional Care - Michael Bach Center	\$ 41,532.00	\$ 41,532.00	\$ 41,532.00	\$ 41,532.00	\$ 41,532.00
Turning Points	Pilot - Diabetes		\$ 729.00	\$ 54,416.00		
Turning Points	One Stop Clinic for Homeless	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
We Care Manatee	Specialty Physician Services	\$ 54,186.00	\$ 56,975.00	\$ 56,975.00	\$ 56,975.00	\$ 64,000.00
We Care Manatee	Pharmaceutical Program	\$ 14,914.00	\$ 17,440.00	\$ 13,509.00	\$ 18,000.00	\$ 18,000.00
To Be Determined	Pilot - Community Health Worker / Case Management					\$ 330,000.00
TOTALS		\$ 2,279,634.00	\$ 2,504,387.00	\$ 2,754,163.00	\$ 3,339,839.00	\$ 3,233,839.00

State Legislative Revenue for Peer Pilot Program/One time funding

2018/19 HEALTH CARE SERVICES - FUNDING TOTALS						
TOTALS	Mandated	\$ 11,795,461.00	Administrative	\$ 281,000.00	For Profit	\$ 6,245,854.00
FY 18/19 TOTAL				Not For Profit	\$ 3,233,839.00	\$ 21,556,154.00

ATTACHMENT 2 – RECOMMENDED PILOT COMMUNITY HEALTH WORKER BUDGET

PILOT BUDGET PROPOSAL: COMMUNITY HEALTH WORKER PROGRAM FOR MANATEE COUNTY IMPaCT™			
PERSONNEL	FTE	ANNUAL	TOTAL
CHW Manager (Social Work or RN)	1.0	\$62,400	\$62,400
Community Health Worker	3.0	\$41,650	\$124,950
Community Liaisons		\$0	\$0
Grant Writer & Development	1.0	\$47,500	\$47,500
TOTAL SALARIES	4.0		\$234,850
BENEFITS			24.9%
PAYROLL TAX			
OTHER FRINGE			
TOTAL PERSONNEL			\$293,327.65
EQUIPMENT/OCCUPANCY			
Travel			\$7,922.35
Phones/Laptops			\$12,250
Training & Stipends			\$6,500
Facility & Utilities			\$10,000
TOTAL OPERATING COSTS			\$36,672.35
TOTAL			\$330,000



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Manatee County Government Administrative Center Commission

Chambers, First Floor 9:00 a.m. - September 11, 2018

REVISED September 11, 2018 - Regular Meeting

Agenda Item #28

Subject

Children's Services Advisory Board FY18/19 Funding Recommendations

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Ava Ehde, Interim Director
Neighborhood Services Department, x 6301

Susan Ford, Lead Human Services Analyst
Neighborhood Services Department, x 3486

Action Requested

Approve Children's Services Advisory Board FY18/19 funding recommendations.

Enabling/Regulating Authority

Manatee County Code 2-2-251 through 2-2-259

Resolution R-90-169

Ordinances 91-42, 94-28, 97-30, 99-30

Background Discussion

The Children's Services Advisory Board (Advisory Board) reviewed and rated 52 Children's Services program proposals, requesting a total of \$11,925,128, which exceeded the available funds. On August 1, 2018, the Advisory Board arrived at their final recommendations for investment of the Children's Services Dedicated Millage. The Advisory Board's recommendations for the allocation of the available budget of \$11,673,305 for children's services, which included investing \$11,335,775 in special projects and program services and \$337,530 for general program reserves.

The Advisory Board's recommendations were decided considering multiple factors, including identified priorities, program proposals, and contract compliance. In keeping with the newly adopted Results First philosophy, this year the Advisory Board continued the transition from that of a funder to an investor. With the increased emphasis on results, the investment recommendations did not mirror those of prior years in which it was customary to continue funding most, if not all, programs currently under contract to provide ongoing services at level or increased funding. Recommendations were made to invest in the desired level of results nonprofits have committed to achieve, especially in the established priority areas, and demonstrate high probability of success through best practice or evidence of recent achievement.

Children's Services Advisory Board - FY18/19 Recommendations Detail:

During the Advisory Board's deliberations on August 1, 2018, investments were discussed and the recommendations were as follows:

Recommendations for Special Initiatives: includes two existing programs. Both programs requested and were recommended to receive level funding.

- Child Welfare System Advocate, a position jointly funded with Sarasota County - \$41,000
- Exchange Club Parenting Matters, Inc., Chosen Families [95.67] for the 4th year of a 4-year adoption preservation and support initiative (RFP) - \$366,500

Recommendations for Remaining Program Applications: includes 50 existing programs. All programs requested level funding. Due to a reduction in available Children's Services funds for FY18-19, not all existing programs could be funded at FY17-18 levels, making it necessary to recommend reductions in funding for lower scoring programs.

- Programs scoring 80 or above were recommended to receive level funding, and programs scoring less than 80 were recommended to receive equitable reductions, as follows:
 - Programs scoring 75.22 - 79.33 were recommended to receive a 10% reduction, or 90% of FY17/18 funding.
 - Programs scoring 70.22 - 74.67 were recommended to receive a 20% reduction, or 80% of FY17/18 funding.
 - Programs scoring below 70 were recommended to receive a 40% reduction, or 60% of FY17/18 funding.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Notify Susan Ford (susan.ford@mymanatee.org) of action taken on the item.

Cost and Funds Source Account Number and Name

Children's Services Dedicated Millage 104.0015002

Amount and Frequency of Recurring Costs

\$13,608,756

Attachment: [FY18-19 CSAB Investment Recommendation Report.pdf](#)

FY18-19 CHILDREN'S SERVICES ADVISORY BOARD INVESTMENT RECOMMENDATION REPORT

Agency Name	Program Name	FY 2018 Request	Rating Score	Recommended Investment	Brief Program Description
Florida Department of Health	Child Welfare System Advocate	\$41,000	n/a	\$41,000	Child welfare system watchdog jointly funded with Sarasota County
Exchange Club Family Partnership Center	Chosen Families (Adoption RFP)	\$366,500	95.67	\$366,500	Post adoption preservation and support services – 4 th year of a 4-year RFP
Total Special Projects		\$407,500		\$407,500	

Agency Name	Program Name	FY 2018 Request	Rating Score	Recommended Investment	Brief Program Description
Feeding Empty Little Tummys	Weekend Meals	\$100,000	96.56	\$100,000	Provide nutritional food supply for weekends for Project Heart designated children
Exchange Club Parenting Matters	Partners in Education & Support	\$222,520	94.44	\$222,520	In-home and group parenting education
SMART	Therapeutic Horseback Riding	\$13,500	94.11	\$13,500	Therapeutic horseback riding for disabled children
Centerstone of Florida	Child Welfare Diversion	\$282,904	93.56	\$282,904	Intensive in-home services to families at high risk of child removal to prevent entry into child welfare system
Easter Seals of SW Florida	Children's Therapy Center	\$61,257	93.22	\$61,257	Therapy for children with developmental delays
Meals on Wheels PLUS of Manatee	Emergency Family & Baby Baskets	\$33,385	93.22	\$33,385	Emergency food and baby baskets for families
Foundation for Dreams	Dream Oaks Camp	\$205,000	92.44	\$205,000	Skill building camp for children with disabilities and respite service for parents
Centerstone of Florida	Children's Community Action Team	\$660,916	92.33	\$660,916	Counseling for high risk children and families
Insight Counseling	SOAR Program	\$85,720	92.00	\$85,720	Counseling for sexual offenders ages 6-17
Sarasota Family YMCA	Family Preservation & Reunification	\$226,967	91.11	\$226,967	Children in foster care will achieve permanency in less than 12 months through reunification
Educational Consultants Consortium	Iron Sharpening Iron	\$114,790	90.89	\$114,790	Tutoring and college readiness preparation, teen pregnancy prevention
Step Up Suncoast (MCAA)	Healthy Families Manatee	\$218,750	90.78	\$218,750	Specialized parent training for at-risk families
Step Up Suncoast (MCAA)	Head Start/Early Head Start	\$100,000	90.22	\$100,000	School readiness preparation for low income children
Sarasota Family YMCA	Early Childhood Court	\$329,287	89.33	\$329,287	Children in foster care will achieve permanency in less than 12 months in care
HOPE Family Services, Inc.	Children's Counseling Program	\$231,315	89.22	\$231,315	Safety skills and counseling for child victims of domestic violence

FY18-19 CHILDREN'S SERVICES ADVISORY BOARD INVESTMENT RECOMMENDATION REPORT

Agency Name	Program Name	FY 2018 Request	Rating Score	Recommended Investment	Brief Program Description
PACE Center for Girls	Teenage Pregnancy Prevention Project	\$184,276	88.67	\$184,276	Teen pregnancy prevention program for Pace students
United Community Centers	Before & After School Enrichment Plus	\$345,326	88.11	\$345,326	Before/after school for ages 5-17, measuring results with reading comprehension component
The School District of Manatee County	It's Your Choice	\$201,000	87.63	\$201,000	Teen pregnancy & bullying prevention program in middle schools
Early Learning Coalition	Early Care & Education	\$2,260,143	86.89	\$2,260,143	Subsidized child care, developmental screenings, school readiness preparation, reading curriculum
Centerstone of Florida	Baker Act Youth	\$130,441	86.22	\$130,441	Baker Act/mental health services
Family Resources	Safe Place2B	\$60,000	85.89	\$60,000	Shelter and counseling for runaway and troubled youth
Step Up Suncoast (MCAA)	HIPPY	\$179,825	85.89	\$179,825	School readiness preparation with weekly lessons taught to parents who then teach their children
The Family Network on Disabilities	Sarasota/Manatee Respite	\$40,000	85.78	\$40,000	Respite for families with special needs children
The Family Network on Disabilities	Parent Mentoring & Support	\$14,000	85.78	\$14,000	Group training series for parents of disabled children
Step Up Suncoast (MCAA)	Parents as Teachers	\$100,000	85.11	\$100,000	In-home parenting for parents of children up to age 4
Family Resources	CERTAIN	\$217,711	83.89	\$217,711	Counseling and case management for truant youth
Step Up Suncoast (MCAA)	Teaching Our Toddlers	\$91,955	83.33	\$91,955	In-home training for parents of children ages 8 months to 3 years to teach pre-academic school readiness skills
Manatee Children's Services, Inc.	Child Advocacy Center	\$775,000	81.89	\$775,000	Specialized services for abused/neglected children, including forensic medical examinations
Manatee County Girls Club, Inc. dba JFG	Girls Alternative Program for Success (AEP)	\$244,439	81.78	\$244,439	Prevention services for Just for Girls students
Comm Coalition for Children & Youth/New Path Academy	APS (Alternative Path to Success)	\$75,000	81.67	\$75,000	Individually focused education alternative for students who have been unsuccessful in traditional schools
Big Brothers/Big Sisters of the Suncoast	One to One Mentoring	\$45,000	81.44	\$45,000	Mentoring of youth with a demonstrated need and desire for additional adult support (in the school setting)
The Salvation Army	Women & Women with Children's Shelter	\$69,949	81.33	\$69,949	Shelter and case management for homeless women and children
Centerstone of Florida	Rape Crisis Child Advocacy & Therapy	\$99,747	81.22	\$99,747	Advocacy and therapy for child victims of rape
Centers for Success (Talleavast Community Center)	After-School Enhancement	\$90,000	80.44	\$90,000	Before/after school program for ages 5-17 for at-risk youth in Talleavast

FY18-19 CHILDREN'S SERVICES ADVISORY BOARD INVESTMENT RECOMMENDATION REPORT

Agency Name	Program Name	FY 2018 Request	Rating Score	Recommended Investment	Brief Program Description
Big Brothers/Big Sisters of the Suncoast	Juvenile Justice Mentoring Initiative	\$35,000	79.33	\$31,500	Mentoring for children involved with juvenile justice
Manatee County Girls Club, Inc. dba JFG	GIRLS Stepping Up to Success (OST)	\$858,047	79.11	\$772,242	Before/after school program for ages 5-17
The Myakka City Community Center	Morning/After School Care	\$132,002	78.00	\$118,802	Before/after school program for ages 5-17, measuring results with reading comprehension component
Replay Outreach	Job Xceleration Program	\$75,000	77.56	\$67,500	Job readiness preparation for at-risk youth
Palmetto Youth Center	Teen Hype	\$114,029	76.67	\$102,626	Evening prevention services for teens
Palmetto Youth Center	Foundation for Excellence	\$282,565	76.44	\$254,309	Before/after school program for ages 5-17, measuring results with physical activity and healthy snack components
Easter Seals of SW Florida	Project Rainbow Children's Respite	\$48,000	75.22	\$43,200	Respite for families with special needs children
AMikids Manatee, Inc.	Prevention Program	\$75,000	74.67	\$60,000	Behavior modification, life skills development and career education to high risk middle school age boys
Boys & Girls Clubs of Manatee	The Club - Teens only	\$194,508	73.89	\$155,606	Evening prevention services for teens
The School District of Manatee County	ATOSS	\$230,379	73.13	\$184,303	Alternative education services for suspended students
Step Up Suncoast (MCAA)	CATCH Speech/Language Evaluation & Therapy	\$91,393	72.67	\$73,114	Speech and language evaluations and therapy for children attending child care centers
The D.L. Randall Foundation, Inc.	An Uprising in the Village	\$150,000	71.67	\$120,000	Before/after school program for ages 5-17 for at-risk Rubonia youth
Manatee Children's Services, Inc.	Residential Programs	\$200,000	71.22	\$160,000	Shelter for children in out of home placement
Boys & Girls Clubs of Manatee	Great Futures Start Here	\$610,000	70.22	\$488,000	Before/after school program for ages 5-17
Selah Freedom, Inc.	My Life My Choice	\$60,000	66.11	\$36,000	Human trafficking prevention/redirection for teens
Step Up Suncoast (MCAA)	Whole Child Manatee	\$251,582	62.78	\$150,949	Human services database and case management
Total Other Programs Considered		\$11,517,628		\$10,928,275	

FY18-19 CHILDREN'S SERVICES ADVISORY BOARD INVESTMENT RECOMMENDATION REPORT

Children's Services Advisory Board FY2018-19 Investment Recommendation Summary		FY 2018-19 Total Funds Requested	FY2018-19 Recommended Fund Investment
Special Projects		\$ 407,500	\$ 407,500
Other Programs Considered		\$11,517,628	\$10,928,275
Program Reserves – 3%		n/a	\$ 337,530
TOTALS		\$11,925,128	\$11,673,305



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**Manatee County Government Administrative Center Commission
Chambers, First Floor 9:00 a.m. - September 11, 2018**

REVISED September 11, 2018 - Regular Meeting

Agenda Item #24

Subject

2018/19 Recommended Funding for Adult Non-Profit Human Services

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Joshua T. Barnett, ext 3978
Health Care Services Manager

Ava Ehde, ext 3974
Interim Director

Action Requested

Approval of the 2018/19 recommended funding of adult/other non-profit agency human services, administered on behalf of the Board of County Commissioners through the Neighborhood Services Department.

Enabling/Regulating Authority

F.S. Chapter 125

Background Discussion

Annually, the Board of County Commission provides grants to non-profit agencies to carry out services in the community that benefit persons in Manatee County that are in need of health, welfare, human, and quality of life services.

Non-profit agencies providing these services were requested to submit level-funding applications consistent with the Board's adopted 2-year budget. Applications were received and reviewed or scored with recommended funding amounts.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

None

Cost and Funds Source Account Number and Name

TBD

Amount and Frequency of Recurring Costs

TBD

Attachment: [FY2019 Adult Non-Profit Services Funding Recommendations.pdf](#)

MEMORANDUM



To: Board of County Commissioners
Thru: Ed Hunzeker, County Administrator
From: Ava Ehde, Interim Director of Neighborhood Services
Department
Date: August 31, 2018
Subject: FY2019 Adult Non-Profit Services Funding Recommendations

The purpose of this memorandum is to provide the Board of County Commissioners with a status report pertaining to the Adult Non-Profit Human Service recommendations for the investment of FY18/19 general funds, and a summary of the process utilized.

Neighborhood Services Department – FY18/19 Summary Recommendations:

Budget recommendations are based upon the BOCC's approved two-year FY budget, spanning FY17/18 and FY18/19. Any proposed changes are predicated upon utilization/demand for these services.

During the funding cycle, the Neighborhood Services Department reviewed 33 non-profit programs. 30 of the non-profit funding applications were rated and 3 were reviewed for compliance for a total of \$3,596,680 which is the equivalent funding allocated from the previous FY17/18 budget.

Funding recommendations were decided considering multiple factors, including program proposals, contract compliance, and community impact. In keeping with the newly adopted Results First philosophy, this year staff continued the transition from that of a funder to that of an investor. With increased emphasis on results, the investment recommendations do not consistently reflect prior years' funding but instead to invest in results-oriented service delivery and with services that demonstrate high probability of success through best practice or evidence of recent achievement.

Should any Board member have questions regarding this memorandum or associated documents, please do not hesitate to inquire.

AE: jtb

Cc: Cheri Coryea, Deputy County Administrator
Jan Brewer, Financial Management
Angela Wilson, Fiscal Analyst
Joshua T. Barnett, Health Care Services Manager

Attachment: FY2018/2019 Adult Non-Profit Services Investment Recommendations

County Administrator's Office
1112 Manatee Avenue West, Bradenton, FL 34205
Phone number: (941) 745-3717

FY2018-19 Adult Non-Profit Services Investment Recommendations - August 29, 2018

	Agency	Program	FY2018-19 Requested Investment	Funding Score	FY2018-19 Recommended Investments	Funding Level
LEVEL FUNDING RECOMMENDATIONS						
1	Mote Marine Aquarium	Standing Investigations	\$18,015	89%	\$18,015	
2	Manasota Lighthouse for the Blind	Independent Living	\$16,250	88%	\$16,250	
3	Catholic Charities	Direct Assistant	\$7,600	87%	\$7,600	
4	Keep Manatee Beautiful	Adopt-A-Road Program	\$53,114	87%	\$53,114	
5	Manatee Education Television	Educational Television	\$135,616	87%	\$150,000	
6	Easter Seals of SW Florida	Adult Day Training	\$26,328	86%	\$26,328	
7	Meals on Wheels	Adult Day Care	\$38,496	86%	\$38,496	
8	Our Daily Bread	Loaves & Fishes	\$15,000	85%	\$15,000	
9	Suncoast Center for Independent Living	Home Modification	\$12,789	85%	\$12,789	
10	Catholic Charities	Families United	\$22,871	83%	\$22,871	
11	*Centerstone	Mental Health Evalution	\$709,745	83%	\$709,745	
12	*Centerstone	Rape Crisis Advocacy	\$52,343	83%	\$52,343	
13	Hope Family Services	Emergency Shelter	\$56,044	83%	\$56,044	
14	Legal Aid Manasota	Pro Bono Legal Services	\$59,677	83%	\$59,677	
15	Suncoast Partnership to End Homelessness	Continuum of Care & HMIS	\$75,000	82%	\$75,000	
16	*Centerstone	Mental Health Transport	\$93,970	81%	\$93,970	
17	*We Care Manatee	Pharmaceutical Program	\$18,000	81%	\$18,000	
18	*Centerstone	Inpatient/Outpatient Detox	\$811,100	80%	\$811,100	
19	*We Care Manatee	Specialty Physician Referral	\$56,975	80%	\$64,000	
20	Community Coalition on Homelessness	One Stop Clinic	\$400,000	79%	\$400,000	
21	Community Coalition on Homelessness	Transitional Development	\$46,638	78%	\$46,638	
22	Women's Resource Center	Achieving Independence	\$24,034	78%	\$24,034	
23	Suncoast Center for Independent Living	Equipment & Loan Repair	\$16,066	76%	\$16,066	
24	The Salvation Army	Men's Shelter	\$17,361	76%	\$17,361	
25	Manatee County Rural Health Services	Michael Bach Health Center Program	\$41,532	75%	\$41,532	
26	*Centerstone	Addictions Emergency Reponse	\$450,000	74%	\$450,000	
27	Community Coalition on Homelessness	Open Door/One Stop Resource Center	\$107,672	73%	\$107,672	
28	United Cerebral Palsy	Meaningful Day Scholarships & Supported Employment	\$32,203	66%	\$32,203	
29	Myakka Community Center	Super Seniors and Special People	\$13,301	64%	\$13,301	
30	Gulfcoast Legal Services	Legal Aid Services	\$10,531	58%	\$10,531	
31	United Way 211	211 - Manasota	\$62,000	N/A	\$62,000	
32	Rubonia Community Center	Community Center Operations	\$50,000	N/A	\$50,000	
33	Manatee Community Foundation	Community Education and Awareness Program	\$25,000	N/A	\$25,000	
*These programs are healthcare programs which are also reflected in the healthcare information chart.						
Total Funding Requested					\$3,596,680	
Total Funding Recommendation					\$3,596,680	

**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 Early Learning Coalition of Manatee County, Inc., a not for profit organization, existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2018.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk 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 or at risk 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 \$2,260,143 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 DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. 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.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2018/2019 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2018, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. 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 or designee 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.

ii. 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.

iii. 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: Early Learning Coalition of Manatee County, Inc.
Attn: Chief Executive Officer
P.O. Box 939
Palmetto, FL 34220

If by hand delivery: Early Learning Coalition of Manatee County, Inc.
600 Eighth Avenue West, Suite 100
Palmetto, FL 34221

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
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 years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation 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.

v. 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.

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

i. Keep and maintain public records required by the County to perform the Program services

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

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, disability, 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 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 Neighborhood 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, and only for Program services actually rendered by Agency. 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 upon request by County Representative.

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.

vii. With respect to program files and/or individual client files documenting services:

1. County's Representative shall have the option of reviewing the contents of the files.
2. Agency shall have the following information available during all site visits:
 - a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.
 - b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.
 - c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. 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.

1. 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.
2. 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.
3. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend 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 attorney's 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 as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- ii. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

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 the day 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 the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

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

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

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood 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 cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

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 attorney's 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: Susan Ford

Print Name: Susan Ford

Sign Name: James Glusser

Print Name: James Glusser

AGENCY

By: Paul Sharff

Print Name: Paul Sharff

Title: Chief Executive Officer

Phone Number: 941-757-2900

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Chairperson

Date of Execution: _____

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

**ATTACHMENT A
PROGRAM DESCRIPTION**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

1. PROGRAM DESCRIPTION:

- a. Agency shall provide financial subsidies for early learning and childcare services, practice-based coaching, and early education services, hereinafter "Program".

2. TARGET POPULATION:

- a. This program shall serve residents of Manatee County meeting the following criteria, hereinafter, "Client":
 - i. Children ages birth through 13 years; or
 - ii. Parent(s) seeking childcare for their children ages pre-birth through age 13; or
 - iii. Parent(s), legal guardian(s), or caregiver(s) who meet the defined Subsidy Eligibility Criteria; or
 - iv. Children ages 3 and 4 years, and their preschool classroom teachers; or
 - v. Childcare providers.

3. LOCATION/HOURS OF SERVICE:

- a. Services will be provided at the following location(s):
 - i. Early Learning Coalition (office), 600 8th Avenue West, Palmetto, Florida
 - ii. Subcontracted childcare provider locations such as Child care centers, elementary schools, and middle schools
 - iii. Client's residence and community locations as needed
- b. The Program will be provided at the following time(s):
 - i. Agency hours: Monday – Thursday, 7:00 am – 6:00 pm, Friday; 8:00 am – 12:00 pm; evenings and weekends as needed.
 - ii. Childcare provider hours vary based on licensure
- c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.

4. SERVICES:

- a. Program shall provide one or more early learning and child care services, including but not limited to, activities such as the following:
 - i. Financial subsidies for child care activities, such as intake, client eligibility determinations, and distribution of subsidies to child care providers; maintaining a waiting list for subsidies.
 - ii. Supplemental early care and education services, such as classroom quality assessments; early childhood screening and learning assessments; training/technical assistance for childcare providers; childcare provider list and referral system; and maintaining an early education tracking system and sharing of child level early education data with the Manatee County School District.
 - iii. Practice-based coaching activities, such as curriculum-specific training to classroom teachers of children ages 3 and 4; providing classroom curriculum materials; coaching on curriculum fidelity; and observation or assessment of classroom teachers.
 - iv. Early education services, such as home visits with parenting education and support in prenatal health, infant health and nutrition, infant development, early language and literacy support; providing age-appropriate books to develop their home library; and screenings for child development, speech, and language.

5. UNIT OF SERVICE: A unit of service shall be defined as a day of operation where services are available.

6. RESULTS:

- a. Program results, approved by County, shall be measured, tracked and reported quarterly by Agency.
 - i. Result/Target Statement shall include a brief description of the targeted participants, the result being measured, the anticipated number to be measured, and number anticipated to achieve the result. The statement shall be provided in the following format:
 - 1. Of the [insert # of clients along with a brief participant description], we anticipate serving, [insert specific # of persons to achieve the results] will achieve the following result: [insert the stated result]
 - ii. Milestones, or incremental progress of targeted participants, shall be included in the quarterly reporting by the agency.
- b. Modification to results, targets, and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

7. **SUBSIDY ELIGIBILITY CRITERIA** – Client must meet all criteria for a Subsidy Category, as follows:

Subsidy Category Name	Category Code	Reason for Care
Kinship	KIN	Child(ren) in the temporary or permanent care of a relative or non-relative caregiver
a. Kinship Program Child Care Referral from Manatee Children's Services; and b. Child's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.		
At-Risk Child	ARC	Child(ren) determined to be at risk of child abuse/neglect (or further child abuse/neglect)
a. At-Risk Child Program Child Care Referral from Department of Children and Families, Safe Children Coalition, or Manatee Sheriff's Office Child Protection indicating referral is for a child determined to be at risk of child abuse/neglect (or further child abuse/neglect); and/or in DCF Care/Custody; or b. Child Care Application and Authorization Form – Certified Domestic Violence Center or Designated Homeless Program from Hope Family Services indicating the child resides in a Certified Domestic Shelter; or c. Child is in the care of a relative or non-relative determined eligible for the State/Federal Relative Caregiver assistance program as documented by ACCESS. No referral is needed. d. When a referral expires, or is terminated by the referring agency, the parent/guardian will have three months (90 days) to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the initial child care authorization expires. e. Age Restrictions: Children ages 5 through age 13.		
County Scholarship	SCC	Child(ren) determined to be economically disadvantaged
a. Parent must have 20+ hours per week employment or training (or combination); or parent is determined to be exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13.		
Child Care Purchasing Pool – 50% Match	CCPP	Child(ren) of low-income working parent(s)
a. Parent must have 20+ hours per week employment or training (or combination) at the time of application; or parent is exempt from work requirements due to age or disability (§ 1002.81(16)); and b. Family's annual gross income must not exceed 85% of State Median Income; and c. Age Restrictions: Children ages birth through age 13. Minimum term of eligibility = 1 year		
Early Intervention	EIP	Child(ren) determined to need early intervention services due to developmental delay and/or disability
a. Early Intervention Program Child Care Referral from Easter Seals or Community Haven indicating: <ul style="list-style-type: none"> Referral is for a child needing early intervention and therapy services in the child care setting; and Child's physician has signed a written statement confirming the presence of the child's developmental delay and/or disability, and the need for single or multiple therapeutic services; and b. Family income must not exceed 250% of Federal Poverty Level, and c. Age Restrictions: Children ages birth to age 3½.		

**ATTACHMENT B
PAYMENTS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

Agency shall be paid by the County an amount not to exceed \$2,260,143 for the program provided during the time period of this Agreement, as specified below:

1. Units of Service:
 - a. Agency shall provide 245 units of service, during the term of the Agreement.
2. Unit Rate:
 - a. Agency shall be paid by the County in the amount of \$9,225.08 for each unit of service provided in accordance with Article 1, Attachment A.
3. Supporting Documentation:
 - a. Payment Request Form:
 - i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. Dates of program operation
 4. Types of service provided per day
 - ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form:
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
 3. Program Schedule: Agency shall provide an anticipated program schedule for the next reporting period.
4. Cumulative Payment Cap:
 - a. Agency shall be paid monthly for the actual number of units of service it has provided and documented
 - b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 188,345	April	\$1,318,415
November	\$ 376,690	May	\$1,506,760
December	\$ 565,035	June	\$1,695,105
January	\$ 753,380	July	\$1,883,450
February	\$ 941,725	August	\$2,071,795
March	\$1,130,070	September	\$2,260,143

5. Submission Date:
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
6. Final Payment Request:
 - a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

**ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
NON-PROFIT AGENCY PAYMENT REQUEST FORM**

AGENCY: Early Learning Coalition of Manatee County, Inc.

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

PROJECT NUMBER: 104-0015002-582000

PROGRAM: Early Care and Education

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$2,260,143	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$9,225.08	245				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit 1 original—signature blue ink—and 2 photocopies of unit tracking report with 1 copy supporting documentation attached to each)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
EARLY CARE AND EDUCATION**

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:

- a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2019	Due: Apr 30, 2019	Due: Jul 30, 2019	Due: Oct 30, 2019
Title	Requirement/Description		
i. Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii. Program Results Report	Agency shall track and report program result(s) and target(s) for the clients served during the term of this agreement (updated each quarter).		
iii. Children's Services Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		

2. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
a. Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability and Professional Liability insurance. ii. Agency shall, not less than the day 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.	
b. Financial Audit	Financial audit shall be submitted in accordance with Article 7, A, iii of this Agreement.	
c. Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.	

3. Waivers:

- a. Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability Coverage (indicated in Article 9 item B) is waived for the duration of this Agreement.
- b. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

ATTACHMENT D INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2018

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).

PRODUCER Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205		CONTACT NAME: Charyn Walker PHONE (A/C No. Ext): 941-745-8300 FAX (A/C, Not): 941-782-6287 E-MAIL ADDRESS: charyn@boydinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	
		INSURER B: Associated Industries Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 685440925 **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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	PHPK1769690	4/3/2018	4/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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		PHPK1769690	4/3/2018	4/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB615869	4/3/2018	4/3/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AWC1085191	6/24/2017	6/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Manatee County, a political subdivision of the State of Florida, is included as Additional Insured on the General Liability policy described.

CERTIFICATE HOLDER

Manatee County c/o Susan Ford Sr Human Svcs
 P.O. Box 1000
 Bradenton FL 34206-1000

CANCELLATION

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

L-Pat Osburn

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From: [William Clague](#)
To: [Susan Ford](#)
Cc: [Mitchell Palmer](#); [Alex Nicodemi](#); [Ed Hunzeker](#); [Cheri Coryea](#); [Dan Schlandt](#); [Ava Ehde](#); [Juliet Shepard](#)
Subject: FY 18/19 and 19/20 Non-Profit Agency Funding Agreement; RLS-2018-0384
Date: Thursday, August 09, 2018 11:40:25 AM
Attachments: [Copy of Draft NPA Agreement Template FY2017 \(CAO Comments\).doc](#)

Susan:

Pursuant to the above Request for Legal Services you have asked this Office to review the template for the Non-Profit Agency Funding Agreement (Template) for the above fiscal years. I provide the following advice in response:

1. As a preliminary matter, the RLS states that your Department would like a modified template for agreements with the Manatee County School Board. The Template is set up to deal specifically with funding of public services through private non-profit organizations, which is subject to unique provisions of Florida law. Agreements with the School Board should be handled as interlocal agreements, and are subject to a different set of legal requirements. For this reason, we ask that you submit a separate RLS for the drafting of such a template. Please include some specific details as to the types of services to be addressed in such agreements.
2. Attached is a redlined revision to the Template reflecting my suggested changes and comments, most of which are in response to issues raised in the RLS. As noted in the RLS, the Template follows a form that has been reviewed by this Office on multiple occasions.
3. The RLS notes that some agencies have taken the position that Article XIV, Catastrophic Events, (page 7) allows them to continue to receive funding during periods in which services are suspended as a result of storm events (Hurricane Irma). In our view, this is not supported by the language of Article XIV, and directly contradicts other material provisions of the Template. The Template reflects that Florida law prohibits the County from paying non-profit organizations for items other than services actually rendered. In order to further clarify this point, I have added language to Article XIV, as well as to Section 7.J(iv) (page 4), as requested in the RLS.
4. On page 1 I have rejected your proposed deletion of Section 4.iii. This provision is required under Florida law in order to assure that the agreements are legally valid and enforceable. Also, the RLS indicates you would like some of the agreements to cover two fiscal years (FY 18/19 and FY 19/20). Pursuant to Florida Statute 129.08, no county agreement may exceed budgeted revenues. Accordingly, such two-year agreements are permitted only if the Board budgets and appropriates the revenues to fund services for both years prior to or concurrently with execution of an agreement.
5. As noted in my redlined changes and comments, I have no objection to adding the County Administrator's designee to the termination clause (page 2). This Office has, however, advised against allowing "portable" delegated authority to interpret and administer contracts. As such, I advise against allow officials other than the County Administrator to designated County Representatives (page 7).

6. I have revised the language in Section 7.B to comply with Florida Statute 119.0701.

7. Per your request, I have moved Sections 2 – 6 of the special conditions to Article 7 of the Template.

Please review the redlined changes and comments and let me know if you have any questions or concerns. Please also provide me with a redline of any additional changes made by staff, utilizing the track-changes function in MS Word.

Subject to the inclusion of my suggested changes and the resolution of any business issues identified by staff, I have no objection from a legal standpoint to the Template being scheduled for approval by the Board by resolution, as has been done in past fiscal years. I express no opinion as to the business judgment of entering into agreement utilizing the Template.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

William Clague, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205
(941)745-3750
william.clague@mymanatee.org

RESOLUTION R-18-170

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING AN EXPEDITED NON-PROFIT FUNDING AGREEMENT PROCESS; APPROVING THE USE OF A STANDARDIZED FORM OF AGREEMENTS FOR THE FUNDING OF HUMAN SERVICES IN THE COMMUNITY PROVIDED BY NON-PROFIT AGENCIES, STATE AGENCIES, AND LOCAL GOVERNMENT AGENCIES TO TARGET POPULATIONS IN MANATEE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, OR NEIGHBORHOOD SERVICES DEPARTMENT DIRECTOR TO EXECUTE AND AMEND SUCH AGREEMENTS WITH THOSE AGENCIES FOR RENDERED SERVICES, AND IN THOSE MAXIMUM FUNDING AMOUNTS, AS HAVE BEEN APPROVED BY THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE COUNTY'S ANNUAL BUDGET PROCESS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners (County) provides financial assistance to Non-Profit agencies, state agencies, and local government agencies (Agencies) through the execution of a standard Agreement for Non-Profit Agency Services (Agreement) for the human services and goods to target populations in Manatee County; and

WHEREAS, County has approved funding for these Agencies, during the annual budget process, that provide a variety of programs services deemed beneficial to the health, safety and welfare of Manatee County residents and the community; and

WHEREAS, on an annual basis County enters into funding agreements with the Agencies to ensure program service delivery and to provide a mechanism for payment of those services; and

WHEREAS, County desires to streamline the Agency funding process by expediting the execution of Agreements and amendments thereto when necessary; and

WHEREAS, to this end, the County desires to authorize the County Administrator, Deputy County Administrator, and the Director of the Neighborhood Services Department to sign Agreements and related amendments with Agencies for approved funding on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY FLORIDA THAT:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

1. Funding for Agencies is approved during the annual budget process;
2. The services to be provided pursuant to the Agreements serve a valid public purpose; and

3. It is in the best interest of County, and furthers the public health, safety and welfare of County residents, to approve the standard form of, and authorize the execution of, the Agreements in order for the County to fund approved services provided pursuant thereto.

SECTION 2. APPROVAL OF STANDARD AGREEMENT. The Board hereby approves the form of the Agreement for Non-Profit Agency Services.

1. The form of Agreement for Non-Profit Agency Services between County and Non-Profit agencies, state agencies, and local government agencies, substantially in the form attached hereto as Exhibit "A".
2. The form of Agreement has been reviewed and approved by the County Attorney.

SECTION 3. AUTHORIZATION TO EXECUTE. The County Administrator, Deputy County Administrator or the Director of the Neighborhood Services Department is hereby authorized and directed to sign and deliver the Agreements and related amendments thereto, subject to the following limitations:

1. Such Agreements shall be between the County and such Agencies as are approved by the Board of County Commissioners pursuant to its annual budget process;
2. Such Agreements shall provide for the funding of the human services and goods provided to target populations in Manatee County, and shall be subject to such maximum funding amounts, as are approved by the Board of County Commissioners pursuant to its annual budget process; and
3. Such Agreements shall be substantially in the form approved in Section 2 above, and related amendments to executed Agreements thereto shall be limited to insubstantial changes, insertions and omissions, and such exhibits thereto, as may be deemed necessary to specify expected program service delivery and requirements; and
4. Related amendments to executed Agreements thereto requiring funds in addition to those as are approved by the Board of County Commissioners pursuant to its annual budget process shall require Board action for execution.

SECTION 4. REPORTING. The County Administrator shall annually provide an annual accounting to the Board of County Commissioners of all Agreements and related amendments approved and executed as noted in Section 3 above.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED with a quorum present and voting on the ____ day of ____, 2018.

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Priscilla Trace, Chairman

ATTEST: Angelina "Angel" Colonnese, Clerk of the Circuit Court

By: _____
Deputy Clerk

EXHIBIT A

**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 [insert legal name of agency], a not for profit [insert type of organization / check on Sunbiz], existing under the laws of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2018.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk 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 [insert name of State] for the purpose of providing social support services to disadvantaged or at risk 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 \$[insert funded amount] 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 DURATION; SUBJECT TO BUDGET AND APPROPRIATION.

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. 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.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2018/2019 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Article 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2018, this Agreement shall be of no effect.

ARTICLE 5: TERMINATION.

i. 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 or designee 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.

ii. 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.

iii. 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: [insert legal name of agency]
Attn: Executive Director
[insert mailing address]
[insert city, state, zip code]

If by hand delivery: [insert physical address]
[insert city, state, zip code]

If mailed to County: Manatee County Neighborhood Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206

If by hand delivery: Manatee County Neighborhood Services Department
1112 Manatee Avenue West, Suite 510
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 years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.

2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation 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.

v. 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.

Pursuant to Florida Statutes § 119.0701, because Agency is performing services on behalf of the County, Agency shall:

i. Keep and maintain public records required by the County to perform the Program services

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the Program services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency's duty to provide public records relating to this contract, contact the custodian of public records at: Attn: Records Division Manager, P.O. Box 1000, Bradenton, FL 34206-1000. debbie.scaccianoce@mymanatee.org; (941) 742-5845.

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, disability, 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 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 Neighborhood 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, and only for Program services actually rendered by Agency. 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 upon request by County Representative.

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.

vii. With respect to program files and/or individual client files documenting services:

1. County's Representative shall have the option of reviewing the contents of the files.
2. Agency shall have the following information available during all site visits:
 - a. Acknowledgement and Consent to Release Records. Agency shall present a signed Acknowledgement and consent to Release Records prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent will be considered unavailable to use as documentation for proof of services rendered.
 - b. Client Eligibility. Agency shall maintain program records that provide evidence of client eligibility to include the client's date of birth and residential address of the client within Manatee County. P.O. Boxes are not considered a residential address. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.
 - c. Program Services Documentation. Agency shall maintain sufficient records to document units of service provided in accordance with Attachment A of this Agreement.

viii. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

ix. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

x. County's Representative shall have the authority to approve the final format of requested information.

xi. 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.

1. 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.
2. 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.
3. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.
4. County's Representative may waive this requirement for group educational and similar programs.

xii. With respect to the Health Insurance Portability and Accountability Act (HIPAA): To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity, therewith, Agency shall:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
4. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
6. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
7. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
8. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
9. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
10. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
11. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless, and defend 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 attorney's 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 as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- ii. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

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 the day 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 the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

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

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

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Neighborhood 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 cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

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 attorney's 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:

AGENCY

Sign Name: _____

By: _____

Print Name: _____

Print Name: _____

Sign Name: _____

Title: _____

Print Name: _____

Phone Number: _____

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Deputy County Administrator

Date of Execution: _____

**ATTACHMENT A
PROGRAM DESCRIPTION**

**AGENCY NAME
PROGRAM NAME**

1. PROGRAM DESCRIPTION:
 - a. Agency shall provide [insert brief, general description of program], hereinafter “Program”.
2. TARGET POPULATION:
 - a. This program shall serve [insert description of qualified participants], who are residents of Manatee County, hereinafter, “Client”.
3. LOCATION/HOURS OF SERVICE:
 - a. Services will be provided at the following location(s):
 - i. [insert location]
 - b. The Program will be provided at the following time(s):
 - i. [insert dates and times]
 - c. Other locations and times may be requested by the agency in writing. Changes are not approved until the County Representative has approved them in writing.
4. SERVICES:
 - a. Program shall provide [insert brief description of services]
5. UNIT OF SERVICE: A unit of service shall be defined as [insert definition].
6. RESULTS:
 - a. Program results, approved by County, shall be tracked and verified by Agency.
 - i. Result/Target Statement:
 1. Of the [insert # of clients along with a brief participant description], we anticipate serving, [insert specific # of persons to achieve the results] will get to the following result: [insert the stated result]
 - ii. Verification:
 1. [state or list verification]
 - iii. Milestones:
 1. [list milestones]
 - b. Modification to results, targets, verification and milestones may be requested by Agency in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative has approved them in writing.

**ATTACHMENT B
PAYMENTS**

**AGENCY NAME
PROGRAM NAME**

Agency shall be paid by the County an amount not to exceed **[\$insert contract amount]** for the program **provided during the time period of this Agreement**, as specified below:

1. Units of Service:
 - a. Agency shall provide **[insert #]** units of service, during the term of the Agreement.
2. Unit Rate:
 - a. Agency shall be paid by the County in the amount of **[\$insert unit rate]** for each unit of service provided in accordance with Article 1, Attachment A,
3. Supporting Documentation:
 - a. Payment Request Form:
 - i. Agency shall complete and submit one original and two photocopies of the Agency Payment Request Form
 - b. Monthly Unit Tracking Form:
 - i. Agency shall create and provide, each month with their Agency Payment Request Form, three copies of the Monthly Unit Tracking Form, which shall serve as the report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative prior to use and contain the following information:
 1. Name of Agency and Program
 2. Month and year service was rendered
 3. **[insert data needed to report and to document units of service provided, such as # days of operation]**
 - ii. Failure to submit an accurate monthly unit tracking form may result in payment processing being delayed.
 - c. Additional Information Form:
 - i. Agency shall create and provide a form to report the following:
 1. Anticipated Difficulties: Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
 2. Program Staff: Agency shall list all direct program staff names and position titles. Agency shall report changes in staff during the contract term, including any staff vacancies or changes which affect the Program.
 3. Program Schedule: Agency shall provide an anticipated program schedule for the next reporting period.
4. Cumulative Payment Cap:
 - a. Agency shall be paid **[insert timeframe (i.e. monthly/quarterly)] [insert method (i.e., for the actual number of units of service it has provided and documented)]**.
 - b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$XX,XXX	April	\$XX,XXX
November	\$XX,XXX	May	\$XX,XXX
December	\$XX,XXX	June	\$XX,XXX
January	\$XX,XXX	July	\$XX,XXX
February	\$XX,XXX	August	\$XX,XXX
March	\$XX,XXX	September	[\$insert contract amount]
5. Submission Date:
 - a. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has 45 days to process the payment.
6. Final Payment Request:
 - a. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

ATTACHMENT B
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
NON-PROFIT AGENCY PAYMENT REQUEST FORM

AGENCY: _____

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

PROJECT NUMBER: _____

PROGRAM: _____

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$[insert contract amount]	\$	\$

SECTION 2: CLIENT SERVICES

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
\$[insert unit rate]	[insert # units]				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

PREPARED BY: _____ DATE: _____

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge. Agency recognizes that the County has relied upon, or will rely upon, information provided herein by Agency in making its determination to provide funds to Agency, and if at any time, County determines that the information submitted is not true and correct, County may immediately terminate the funding agreement and seek to recover any funds paid to Agency.

AUTHORIZED SIGNATURE: _____ DATE: _____

(Submit 1 original—signature blue ink—and 2 photocopies of unit tracking report with 1 copy supporting documentation attached to each)

DO NOT WRITE BELOW THIS LINE

NSD CONTRACT MANAGER: _____ DATE: _____

**ATTACHMENT C
SPECIAL CONDITIONS**

**AGENCY NAME
PROGRAM NAME**

1. Agreement Reporting Deliverables: The Agency shall submit the following reports:

- a. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Quarterly Report Due Dates			
Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)
Due: Jan 30, 2019	Due: Apr 30, 2019	Due: Jul 30, 2019	Due: Oct 30, 2019
Title	Requirement/Description		
i. Program Revenue & Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii. Program Results Report	Agency shall track and report program result(s) and target(s) for the clients served during the term of this agreement (updated each quarter).		
iii. Children's Services Demographics Report	Agency shall provide a report on unduplicated clients receiving services during the term of this agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		

2. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
a. Insurance	Agency shall submit the following, in accordance with Article 9 of this Agreement: i. Certificate of Commercial General Liability and Professional Liability insurance. ii. Agency shall, not less than the day 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.	
b. Financial Audit	Financial audit or compilation shall be submitted in accordance with Article 7, A, iii of this Agreement.	
c. Acknowledgement and Consent to Release Records	Agency shall submit an example of the Acknowledgement and Consent to Release Records to Manatee County Government to be used for this program. The sample must be submitted within 30 days of agreement execution and approved by the county representative prior to use.	
d. Licenses	Photocopies of licenses necessary to operate the program shall be provided to the county at the time of application or prior to the receipt of payment under this agreement. Copies of license renewals shall be submitted to the county upon receipt.	

3. Waivers:

- a. Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability Coverage (indicated in Article 9 item B) is waived for the duration of this Agreement.
- b. Notwithstanding the provisions of Article 7, Paragraph F, Agency may retain subcontractors to provide the services described in Attachment A, provided:
- i. All subcontracts related to the performance of services shall be subject to all provisions of this Agreement.
 - ii. The Agency shall furnish a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - iii. Upon request by the County's Representative, Agency shall make available records related to any particular subcontract.
 - iv. The County's Representative has no duty to review such proposed contracts, it being the express duty of the Agency to ensure that the subcontracts conform to this Agreement. However, these may be reviewed on site if desired by the County.
 - v. Any approval granted by the County's Representative does not alter the obligation of the Agency to fulfill all terms of this agreement nor does it constitute an opinion regarding the sufficiency or legality of the subcontract.

- c. Notwithstanding the provisions set for in Article 7, Section J, Paragraphs vii and xi, the requirements for Agency to obtain an Acknowledgement and Consent to Release Records and make release available for review or program files, are waived for the duration of this Agreement because the services rendered are group education and no individual client files are required.

**ATTACHMENT D
INSURANCE CERTIFICATE**

[insert agency's insurance certificate]