

RESOLUTION R-26-108

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 INVESTMENT IN HEALTH AND HUMAN SERVICES IN THE COMMUNITY PROVIDED BY NON-PROFIT AGENCIES TO TARGET POPULATIONS IN MANATEE COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, COMMUNITY AND VETERANS SERVICES DEPARTMENT DIRECTOR, COMMUNITY AND VETERANS SERVICES DEPARTMENT DEPUTY DIRECTOR, PUBLIC SAFETY DEPARTMENT DIRECTOR, OR PUBLIC SAFETY DEPARTMENT DEPUTY DIRECTOR TO EXECUTE AND AMEND SUCH AGREEMENTS WITH THOSE AGENCIES FOR RENDERED SERVICES, AND IN THOSE 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 (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 wellbeing 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, Director of Community and Veterans Services Department or Public Safety, or Deputy Director of Community and Veterans Services Department or Public Safety 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 wellbeing 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, 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, Director of Community and Veterans Services Department or Public Safety, or Deputy Director of Community and Veterans Services Department or Public Safety is hereby authorized and directed to sign and deliver the Agreements and related amendments thereto, subject to the following limitations:

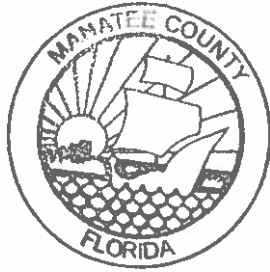
1. Such Agreements shall be between the County and such Agencies as are approved by the Board of County Commissioners pursuant to its annual budget process;
2. Such Agreements shall provide for the funding of the human services and goods provided to target populations in Manatee County, and shall be subject to such 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 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 by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting on the 25th day of August, 2026.



BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: TH
Chairman

ATTEST: Angelina M. Colonnese
Clerk of the Circuit Court

By: Robin D. H. DC
Deputy Clerk

Exhibit A

CAO 7/1/2025

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 [insert name of State], hereinafter referred to as the "Agency."

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 SERVICES. The Agency covenants and represents to the County that the Agency shall provide the services in accordance with and as described in this Agreement and Attachment A, hereinafter referred to as the "Program."

ARTICLE 2: ATTACHMENTS. The Agency shall comply with the terms and conditions of the following documents which are attached and made a part of this Agreement:

Attachment A - Program

Attachment B - Payments and Supporting Documentation

Attachment C - Special Conditions

Attachment D - Certificate of Insurance

Attachment E - Program Standards

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment specifically states that it shall prevail pursuant to this Article 2.

ARTICLE 3: PAYMENT FOR SERVICES. The Agency shall be paid by the County in

accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the amount listed in Attachment B. Any increase must be authorized in writing pursuant to a written amendment to this Agreement approved by the Agency and the Board of County Commissioners of Manatee County, Florida, ("Board") on behalf of the County. If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, forms or information, the processing of payments may be delayed, or this Agreement may be terminated.

ARTICLE 4: TERM; AVAILABILITY OF FUNDING.

i. Unless terminated as provided herein, this Agreement shall remain in full force and effect and shall commence on October 1, 2026, and end on September 30, 2027 ("Term").

ii. The obligations of the County under this Agreement (including without limitation the obligation of the County to pay the amount set forth in Attachment B) are subject to the availability of funds lawfully appropriated by the Board.

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.

ii. This Agreement may be terminated by the County (a) if the Agency fails to comply with the terms and conditions of this Agreement and does not correct and cure such failure to comply within thirty (30) calendar days after receipt of notice from the County, through its County Administrator, or designee in accordance with Article 6 specifying the manner in which the Agency has failed to comply; or (b) immediately through its County Administrator, or designee, if at any time the County determines that the information submitted by the Agency is not true and correct. Upon sending written notice pursuant to (a) of this paragraph, the County may withhold payment until the Agency corrects and cures the failure. If the County terminates this Agreement pursuant to (b) of this paragraph, the County may seek to recover any funds paid to the Agency. Regardless of the manner in which the County elects to terminate the Agreement, the County may also exercise all remedies available pursuant to Article 19.

iii. 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. The Agency's final request for payment and other documents required shall be submitted to the County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) calendar day period.

iv. In the event that this Agreement encompasses more than one Program, 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 have not been terminated.

ARTICLE 6: NOTICES; ELECTRONIC COMMUNICATIONS. All notices, approvals, claims, consents, demands, requests or other communications between the parties ("Notices") shall be in writing. All Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and addressed as provided in Attachment C. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or five (5) calendar days after mailing. Notices which are hand delivered or sent by certified or registered mail, return receipt requested are to be addressed as follows:

If mailed to the Agency: [insert legal name of agency]
Attn: [Executive Director, CEO, etc.]
[insert mailing address]
[insert city, state, zip code]

If by hand delivery: [insert legal name of agency]
Attn: [Executive Director, CEO, etc.]
[insert physical address]
[insert city, state, zip code]

If mailed to the County: Manatee County Government
Community and Veterans Services Department
Attn: Director
P. O. Box 1000
Bradenton, FL 34206-1000

If by hand delivery: Manatee County Government
Community and Veterans Services Department
Attn: Director
1112 Manatee Avenue West, Suite 510
Bradenton, FL 34205

ARTICLE 7: GENERAL CONDITIONS.

A: E-VERIFY.

i. The Agency, and any subcontractor thereof, shall register with and use the United States

Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor in accordance with Section 448.095, Florida Statutes. The Agency hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The Agency shall not enter into any agreement with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the Agency enters into an agreement with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such affidavit for the duration of this agreement.

ii. Pursuant to Section 448.095(5)(c)(3), Florida Statutes, the County is authorized to terminate this Agreement if it has a good faith belief that the Agency or subcontractor has knowingly violated section 448.09, Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

B: RESTRICTIONS ON FUNDING.

i. In compliance with Section 125.0156, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

C: MAINTENANCE OF RECORDS; AUDITS.

i. The Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Agency shall provide the County's Representative (as defined in Article 10) all necessary information, records and contracts required by this Agreement as requested by the County's Representative for monitoring and evaluation of the Program within three (3) calendar days following the date of such request, or as otherwise agreed upon with the County's Representative. The Agency's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the 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, the Agency shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Agency made by any local, State or Federal agency. The 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 shall be retained by the Agency for at least three (3) years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement, the Agency shall provide an audit, compilation and/or review, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida. However, if during the period of time commencing two (2) years immediately prior to the Effective Date and ending one (1) year after the Effective Date, the Agency has or expects to have a budget of \$1,000,000 or more, the Agency shall also submit an audited financial statement and related management letters received, not more than two (2) years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by the Agency shall serve as the Agency's certification and representation that the information contained therein is true and correct. The Agency recognizes that the County has relied upon or will rely upon audits provided by the Agency in making its determination to provide funds to the Agency in the manner provided in this Agreement.

v. All forms referenced in this Agreement not attached herein shall be provided or approved by the County's Representative and shall be completed and submitted by the Agency to the County as requested.

D: PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the Agency shall comply with Florida's public records laws and shall:

- i. Keep and maintain public records required by the County to perform the Program.
- 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 Agreement term and following completion of the Agreement 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. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

**MAILING ADDRESS: MANATEE COUNTY GOVERNMENT,
ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000,
BRADENTON, FL 34206**

E: 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, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, gender, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by the 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. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement or the Program on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Agency warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the

discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of this Agreement.

F: LICENSES. The 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 the County's Representative.

G: 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. The Agency shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

H: SUBCONTRACTORS. The Agency agrees that the Program shall be provided by volunteers or employees of the Agency, and not by subcontractors. The Agency shall not subcontract any work under the Agreement without prior written consent of the County's Representative waiving this requirement in accordance with Article 17 of this Agreement. Nothing herein shall preclude employment of personnel through a lease or similar arrangement or contracts or leases for materials, supplies, facilities and other support services for the Agency's Program with the approval of the County's Representative.

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

J: AGENCY REPRESENTATIVES. The person(s) listed in Attachment C shall serve as the Agency's representative(s) ("Agency Representatives") and is/are hereby authorized to administer this Agreement on behalf of the Agency. The Agency's Representative(s) has/have been approved and authorized by the Agency's board of directors to act on behalf of the Agency for purposes of this Agreement. The Agency may designate a different Agency's Representative by providing written notice to the County's Representative with contact information for the new Agency's Representative on Agency letterhead, signed by the Agency's board of directors.

K: AGENCY'S DIRECTORS. The 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 agreement monitoring process, no current officer or employee of the County's Community and Veterans Services Department may serve on the Agency's board of directors.

L: ANTI-HUMAN TRAFFICKING. The Agency shall provide the County with sworn affidavit signed by an officer of the Board of Directors or the Agency's Representative under penalty of perjury attesting that the Agency does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes (Anti-Human Trafficking Affidavit). The Anti-Human Trafficking Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

M: PUBLIC ENTITY CRIMES. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Agency warrants that its administration, staff, and Board of Directors are not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Agency agrees to include this provision in all subcontracts issued as a result of the Agreement.

N: SCRUTINIZED COMPANIES. Section 287.135(2)(a), Florida Statutes, prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the organization is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits an organization from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Agency that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b)

Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Agency further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Agency acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Agency further understands that this Agreement with the County for goods or services of any amount may be terminated at the County's option if the Agency (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

O: FOREIGN COUNTRIES OF CONCERN. Under the requirements of Section 287.138, Florida Statutes, the Agency must provide the County with an affidavit signed by an officer of the Board of Directors or representative of the Agency under penalty of perjury attesting that the Agency is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in the Agency, and that the Agency is not organized under the laws of or has its principal place of business in a foreign country of concern (Foreign Countries of Concern Affidavit). If this Agreement would grant the Agency access to an individual's personal identifying information, this Agreement shall not be effective unless and until the County receives the Foreign Countries of Concern Affidavit from the Agency. The Foreign Countries of Concern Affidavit must be in the form provided by the County and be provided to the County prior to the County executing this Agreement.

P: SUPPLANTING PROHIBITED. The Agency shall ensure that funding provided by the County pursuant to this Agreement is only used to supplement, not supplant or replace existing funding sources.

The Agency shall cooperate with all County requests to monitor and ensure compliance with this prohibition on supplanting. The Agency shall reimburse the County for any funds which the County reasonably determines to have been supplanted in violation of this Article.

Q: DATA BREACH NOTIFICATIONS. The Agency shall comply with all applicable data and privacy laws and regulations, including, without limitation, Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by the Agency is not accessed, transmitted, or stored outside of the United States. The Agency shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that the Agency may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, the Agency shall ensure that all hard drives or other storage devices and media that contained County

data have been wiped in accordance with the then-current best industry practices, including, without limitation, DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the County's Director of Information Technology. In the event of a breach of any of the Agency's security obligations, or other event requiring notification under applicable law, the Agency shall (a) notify the County by telephone by calling (941) 742-5807 and 941-745-3750 and by e-mail to itspsc@mymanatee.org and cao@mymanatee.org of such an event within 24 hours of the determination of the breach, or reason to believe the breach occurred and (b) coordinate with the County to inform all such individuals in accordance with applicable law. The data breach notifications are an authorized exception to the Notice requirements contained in Article 6 of this Agreement. The Agency shall securely store and process information within compliant infrastructure in the United States of America.

R: OTHER OBLIGATIONS OF THE AGENCY.

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

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

iii. The funds paid to the Agency by the County are not for the benefit of any individual but are provided to assist the Agency in developing and maintaining 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 the Agency's cost of providing the Program, are provided to apportion payment to the Agency and represent the minimum level of service the 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 the 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 the Agency receives such revenues which then exceed the actual Program cost, the Agency shall notify the County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. The Agency's bylaws shall be approved by and dated by the Agency's board of directors. The Agency shall provide the County with copies of the Agency's bylaws, and any amendments thereto upon request by the County's Representative.

vi. The Agency shall maintain all board of directors' minutes, and any referenced financial, staff and other committee reports, and shall provide same to the County upon request by the County's Representative.

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

1. The Agency shall make available to the County's Representative the contents of the files for review if requested.
2. The Agency shall have the following documents/information available during all site visits:
 - a. Client Consent. The Agency shall present a signed Consent Form (as described in this Article) prior to any client file information being reviewed by the County's Representative. For records pertaining to minors, such form must be signed by the minor's parent or legal guardian. Records presented without a properly signed form shall not be considered by the County as documentation for proof of services rendered.
 - b. Client Eligibility. The Agency shall maintain Program records that provide evidence of client eligibility to include the client's date of birth and residential street address (not a post office box address) of the client within Manatee County. For minors, a parent or legal guardian must provide evidence of child's birth date and residency.
 - c. Program Services Documentation. The Agency shall maintain sufficient records to document units of service provided in accordance with the Program.

viii. The Agency shall allow the County's Representative to conduct site visits and otherwise periodically monitor and review the Program and the Agency's facilities in furtherance of the Program, and the Agency shall provide the County's Representative with any additional documents or information requested to adequately perform the aforementioned monitoring, properly review and act upon the Agency's payment requests, and conduct other Agreement related tasks.

ix. Because the Program is funded in whole or in part by the County, the Agency agrees to require each client receiving services (or parent or legal guardian of client where applicable) to execute a Consent Form pursuant to this Article.

1. Each Consent Form shall contain an acknowledgment, of the client or parent/legal guardian, that he/she understands that the County, through its representative, may request access to any or all of the 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. Each Consent Form shall also inform the client or parent/legal 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 Consent Form shall be drafted by the Agency and must be reviewed and approved by the County's Representative prior to use.

4. The County's Representative may waive the Agency's obligations regarding furnishing Consent Forms for group educational and similar programs in accordance with Article 17 of this Agreement.

x. To the extent the Agency meets the definition of a "Covered Entity" as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the 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 Program. In conformity, therewith, the 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 the Agency of a use or disclosure of PHI by the Agency except as permitted by this Agreement.

4. Report to the County any use or disclosure of PHI not provided by this Agreement of which the Agency becomes aware.

5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the County and the Agency's compliance with HIPAA.

6. The 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 HIPAA during its association with the County.

7. The Agency will compel employees and agents to sign acknowledgments of receipt of and understanding of all rules and regulations related to HIPAA.

8. The Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.

9. The Agency will ensure all relevant employees and agents will have been instructed in HIPAA compliance related to PHI records prior to performing in furtherance of the Program. The Agency shall be responsible for all costs and expenses for HIPAA training of its employees and agents.

10. Notwithstanding any other provision of this Agreement, the Agency agrees to hold harmless and indemnify the County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by the Agency, its agents or employees.

11. In addition to the foregoing, to the extent the Agency meets the definition of a "Covered Entity" or a "Business Associate" as defined by HIPAA, the Agency agrees to enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide the County, upon the County's request, copies of same.

ARTICLE 8: INDEMNIFICATION. The 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 or omission was caused through negligence of the Agency or its employees, or of the subcontractors or its employees, if any. The Agency shall pay all charges of attorneys and paralegals 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 the Agency, shall in no way limit the responsibility of the Agency 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 the 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, the County shall give notice thereof in writing to the Agency in accordance with Article 6 of this Agreement. Upon receipt of notice, the Agency, at its own expense, shall 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 the County's right to provide its own defense and to recover from the Agency its attorneys' and paralegals' fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Section 768.28, Florida Statutes.

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 below. The Agency shall provide a Certificate of Insurance and applicable endorsements as evidence of coverages, and make part of this Agreement as Attachment "D" to include: (1) Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate. Coverage must be under a per occurrence policy form; (2) Automobile Liability in an amount not less \$1,000,000 combined single limit or \$500,000 bodily injury and \$500,000 property damage, as applicable; (3) Workers' Compensation and Employers' Liability, as applicable, in compliance with the laws and statutes of the State of Florida and federal government.

"Manatee County, a political subdivision of the State of Florida," shall be named as an additional named insured in respects to: liability arising out of activities performed by or on behalf of the Agency, his agents, representatives, and employees; or automobiles owned, leased, hired or borrowed by the Agency. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

The Agency shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a political subdivision of the State of Florida," as additional named insured; or (2) an endorsement can be issued that states that all certificate holders are additional named insureds with respect to the policy.

The Agency's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Agency's insurance and shall be non-contributory.

All rights of subrogation shall be waived against Manatee County for all losses and damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

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 ten (10) days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available, the Agency shall, not less than ten (10) days prior to the expiration of any existing policy, provide the County with evidence of a binder proving continuation of coverage and a new certificate within thirty (30) days.

The Agency shall immediately notify the County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The 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. The County shall be under no obligation to pay the Agency for any services provided or for any

costs associated with the Program for any period of time concurrent with any lapse in coverage.

The Agency agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

The Agency agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request or receive evidence of this insurance coverage shall not be construed as a waiver of the Agency's obligation to provide and maintain the insurance coverage specified.

ARTICLE 10: THE COUNTY REPRESENTATIVES; DELEGATIONS OF AUTHORITY. The Director of Manatee County's Community and Veterans Services Department, or such other employee may be designated in writing by the Director of Manatee County's Community and Veterans Services Department, shall serve as the County's representative ("County's Representative") and is hereby authorized to administer this Agreement on behalf of the County and designate such additional employees that may be required to monitor the Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. The Board hereby authorizes the Director of Manatee County's Community and Veterans Services Department and the County's Representative to perform all the respective tasks referenced in this Agreement. The County's Representative is hereby also authorized to approve or reject documents/information received from the Agency if not provided in a form deemed acceptable by the County's Representative, in his/her sole discretion. Disputes between the parties' respective representatives over the interpretation of any provision of this Agreement shall be referred to the Director of Manatee County's Community and Veterans Services Department or his designee for resolution.

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 portion of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining portions, which shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

ARTICLE 13: HEADINGS. All headings 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 an epidemic, hurricane, pandemic, 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, the Agency shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event. The County may review specific guidelines related to restarting Program services after a disaster to ensure the health and well-being of the citizens.

ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and nothing contained in this Agreement is intended or shall be construed to confer upon or give any authority, claim, duty, interest, liability, right, privilege, obligation, remedy, or benefit upon 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.

ARTICLE 16: CONSTRUCTION. This Agreement represents the full understanding 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 respective Representative, 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, referencing this Article 17, with an express and specific statement of the intent of such party 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. In the event the County determines the Agency has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the Agency. The Agency shall reimburse the County the requested sum upon receipt of such a request; if the Agency fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available by law or in equity.

ARTICLE 20: LEGAL FEES AND COSTS. Each party hereto shall be solely

responsible for paying its attorneys' and paralegals' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect upon execution by both parties hereto.

ARTICLE 22: AUTHORITY TO EXECUTE; ELECTRONIC SIGNATURES. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on that party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

ARTICLE 23: YEARS, DAYS AND TIMES. The term "year" as used herein shall in all cases mean a consecutive twelve (12) month period of time. The term "day" as used herein shall in all cases mean a consecutive twenty-four (24) hour period running from midnight to midnight (also known as a calendar day). All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, on the respective dates set forth below. The parties consent to the use of electronic signatures in accordance with Florida law.

AGENCY

[insert legal name of agency], a not-for-profit [insert type of organization / check on Sunbiz], existing under the laws of the State of [insert name of State]

By: _____
Signature

Printed Name: _____

As: _____
Title

Date: _____

COUNTY

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

CAO 7/1/2025

COUNTY

MANATEE COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Signature, County Administrator or Designee

Date: _____

**ATTACHMENT A
PROGRAM**

**AGENCY NAME
PROGRAM NAME**

1. DESCRIPTION:

- a. The Agency shall provide [insert brief, general description of program].

2. TARGET POPULATION:

- a. The Agency shall serve [insert description of qualified participants] who are residents of Manatee County. Persons served by the Agency's Program are hereinafter, collectively, "Clients" and individually, a "Client".

3. LOCATION/HOURS OF SERVICE:

- a. Services will be provided at the following location(s):
 - i. [insert location].
 - b. Services will be provided at the following time(s):
 - i. [insert dates and times].
 - c. The Agency is not permitted to change the locations or hours of service unless approved in writing by the County's Representative after receipt of written request by the Agency to modify same.
4. SERVICES:
- a. The Agency 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 the County, shall be tracked and verified by the Agency.
 - i. Result/Target Statement: Of the [insert # of clients along with a brief participant description], the Agency anticipates serving, [insert specific # of persons to achieve the results] will get to the following result: [insert the stated result]
 1. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 2. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 3. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 4. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 - ii. Result/Target Statement: Of the [insert # of clients along with a brief participant description], the Agency anticipates serving, [insert specific # of persons to achieve the results] will get to the following result: [insert the stated result]
 1. Milestone/Verification:
 - a. [state or list milestones]
 - b. [state or list verification]
 2. Milestone/Verification:
 - a. [state or list milestones]

- b. [state or list verification]
- 3. Milestone/Verification:
 - c. [state or list milestones]
 - d. [state or list verification]
- 4. Milestone/Verification:
 - c. [state or list milestones]
 - d. [state or list verification]

b. The Agency is not permitted to modify the results, targets, verifications or milestones unless approved in writing by the County's Representative in accordance with Article 17 of this Agreement after receipt of written request by the Agency to change same. The Agency's written request to modify same shall include a logical analysis of the reason for modification.

ATTACHMENT B
PAYMENTS AND SUPPORTING DOCUMENTATION

AGENCY NAME
PROGRAM NAME

The Agency shall be paid by the County an amount not to exceed \$[insert contract amount/Total Contract Amount] for the Program provided during the Term of this Agreement, as specified below:

1. Units of Service

- a. The Agency shall provide [insert #] Units of Service, during the term of the Agreement.

2. Unit Rate

- a. The Agency shall be paid by the County in the amount of \$[insert unit rate] for each Unit of Service provided.

3. Supporting Documentation

a. Payment Request Form:

- i. To request payment by the County, the Agency shall complete and submit an Agency Payment Request Form (below) to the County's Representative [quarterly/monthly], in accordance with Attachment C.

b. Unit Tracking Form:

- i. The Agency shall create and submit for review and approval by the County's Representative in accordance with Attachment C a Unit Tracking Form reporting the Units of Service performed during the reporting period and containing, at a minimum, the following information:

1. Name of the Agency and Program
2. Month(s) and year service was rendered
3. Days and dates of operation
4. Location of services
5. Number of clients served per day
6. [insert data needed to report and to document units of service provided]

- ii. Once the Unit Tracking Form, prepared by the Agency, has been approved by the County's Representative, the Agency shall complete the same and submit it to the County on a [monthly or quarterly] basis in accordance with Attachment C and with its [monthly or quarterly] Payment Request Form.

- iii. Documents, forms, and information referenced in this Attachment B shall be submitted to the County in accordance with Attachment C.

- iv. The processing of payments may be delayed due to the submission of inaccurate Unit Tracking Forms.

4. Cumulative Payment Cap

- a. The Agency shall be paid [monthly] [for the actual number of units of service it has provided and documented].
- b. The aggregate of all payments by the County to the Agency in accordance with this Agreement shall not exceed the amount listed on the respective dates below:

Oct 31, 2026	\$XX,XXX	Apr 30, 2027	\$XX,XXX
Nov 30, 2026	\$XX,XXX	May 31, 2027	\$XX,XXX
Dec 31, 2026	\$XX,XXX	Jun 30, 2027	\$XX,XXX
Jan 31, 2027	\$XX,XXX	Jul 31, 2027	\$XX,XXX
Feb 28, 2027	\$XX,XXX	Aug 31, 2027	\$XX,XXX
Mar 31, 2027	\$XX,XXX	Sep 30, 2027	\$(insert total contract amount)

5. Submission Date

- a. It is recommended that the Agency Payment Request Forms be submitted to the County by the fifteenth (15th) day of the month following the reporting period. The Agency payment requests are processed in the order that they are received by the County.

6. Final Payment Request

- a. The Agency shall have until thirty (30) days after expiration or termination of the Agreement to submit to the County a final and complete Agency Payment Request Form, unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims or demands of the Agency not submitted to the County on the Payment Request Form by the thirtieth (30th) day after expiration or termination of the Agreement.

7. Correction of Errors in Payment Requests

- a. The Agency hereby authorizes the County through the County's Representative to correct any errors identified by the County's Representative in Payment Requests submitted by the Agency with written notice of same by the County's Representative for the sole purposes of preventing delay in payment processing.



NON-PROFIT AGENCY PAYMENT REQUEST FORM

[TERM: October 1, 2026 – September 30, 2027]

AGENCY: _____

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

[obtain and enter this information]

PROJECT NUMBER: **[insert accounting detail from prior year agreement – if new obtain from Fiscal]**

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 Form is true and accurate to the best of my knowledge and all client files contain the approved eligibility verification. The Agency recognizes that the County has relied upon, or will rely upon, information provided herein by the Agency in making its determination to provide funds to the Agency, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the funding agreement and seek to recover any funds paid to the Agency.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

(Submit with unit tracking report and supporting documentation.)

DO NOT WRITE BELOW THIS LINE

**COMMUNITY AND
VETERANS SERVICES
CONTRACT MANAGER:** _____ **DATE:** _____

**ATTACHMENT C
SPECIAL CONDITIONS**

AGENCY NAME

PROGRAM NAME

1. Agreement Reporting Deliverables:

- a. The Agency shall submit the following reports quarterly as instructed by the County Representative (or by electronic mail or other electronic means, including, without limitation, by way of posting to a secure website) 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, 2027	Due: Apr 30, 2027	Due: Jul 30, 2027	Due: Oct 30, 2027
Title		Requirement/Description	
i.	Program Revenue & Expenditure Report	All actual Program revenue (by source) and actual expenditures (by line item).	
ii.	Program Results Report	All Program result(s), target(s), and milestones for the Clients served during the Term of this Agreement updated quarterly with cumulative data.	
iii.	Demographics Report	All unduplicated Clients receiving services during the Term of this Agreement updated quarterly reporting cumulative totals outlining the following demographics: gender, race, age, and residential zip code of the client.	
iv.	Additional Information Report	- Any anticipated difficulties meeting contractual requirements pursuant to the Agreement by the end of the contract year, - All names and positions/titles of direct staff for the Program and changes in staffing during the quarter (including vacancies or changes which affect the Program). Include confirmation that E-Verify has been completed for all new staff that have started on or after July 1, 2023, - Anticipated program schedule for the next quarter, - Total number of unduplicated Clients served for the quarter, total number of unduplicated Clients served to date for the Term of the Agreement. - Status of utilization of increase in investment funds (if applicable),	

	• Other information as requested.
--	-----------------------------------

2. Documentation: The Agency shall submit the following documentation to the County:

Other Documents Required		
Title		Requirement/Description
a.	E-Verify	In accordance with Article 7, Agency or its subcontractor(s) has registered and uses the E-Verify system to verify the work authorization status of all new employees of the Agency or subcontractor. Copy of E-Verify Company Information Page and any employee certifications not previously submitted.
b.	Insurances	In accordance with Article 9 of this Agreement: i. Certificate of Insurance, Automobile Insurance, and Workers Compensation Insurance ii. Evidence of a binder proving continuation of coverage not less than one (1) day prior to expiration of any existing policy and a new certificate as soon as possible.
c.	Financial Audit	Financial audit, compilation and/or review in accordance with Article 7 of this Agreement.
d.	Consent Form	Within thirty (30) days after the Effective Date of the Agreement, the Agency shall draft and submit a proposed Consent Form to the County's Representative in accordance with Article 7 of this Agreement. The form must be approved by the County's Representative prior to use.
e.	Client Eligibility Verification	In accordance with Article 7 of this Agreement.
f.	Payment Request Documentation	In accordance with the payment schedule defined, submit the Unit Tracking Form, Payment Request Form, other documentation required for payment processing.
g.	Licenses [remove if not required for the program to legally operate]	Copies of licenses necessary to operate the Program are due to the County's Representative before any payments by the County to the Agency shall be made. Copies of license renewals are due upon receipt from the licensing entity. Other documents requested by the County's Representative. (See Article 7.)
h.	Accreditation/ Counseling Standards [remove if not required for the program to legally operate]	i. The Agency shall provide the County, upon execution of this Agreement, a copy of their letter of accreditation from one of the following: Council of Accreditation, Commission on Accreditation for Rehabilitative Facilities, Joint Commission; and the Agency agrees to make available, for review, any documentation used in the accreditation process as requested by the County representative; or

		ii. Program shall be evaluated based on compliance with the Manatee County Government Children's Services Counseling Standards, Attachment E of this Agreement; or iii. Note not applicable in Attachment E of this Agreement.
i.	Out of School Time Standards [remove if not required for the program to legally operate]	i. The Agency shall provide the County, upon execution of this Agreement, a copy of their current childcare license from the Florida Department of Children and Families; and the Agency agrees to make available for review any documentation used in the licensure process as requested by the County representative; or ii. Program shall be evaluated based on compliance with the Manatee County Government Children's Services Out of School Time Standards, Attachment E of this Agreement.

3. Site Inspections: The Agency shall permit the County, its officers, agents, and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized in furtherance of the Program to verify compliance with this Agreement. The Agency's officers, employees and volunteers shall cooperate with the County to ensure such site inspections provide the County with the access and information needed to verify the Agency's compliance.

4. Remedies: If the Agency fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed, or this Agreement may be terminated. Required documentation includes, but is not limited to, financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.

5. Agency's Board of Directors Contact Information:

[insert first and last name], Chair
 Email Address: [insert email address]
 Phone Number: [insert phone number]

[insert first and last name], Vice-Chair
 Email Address: [insert email address]
 Phone Number: [insert phone number]

6. Agency's Representative: The person(s) listed here are the Agency's Representative(s):

[insert first and last name], [insert job title]
 Mailing Address: [insert mailing address]
 [insert city, state, zip code]

Physical Address: [insert physical address]
[insert city, state, zip code]
Phone Number: [insert phone number]
Facsimile: [insert facsimile number]
Email Address: [insert email address]

Notice from the County to any one of the Agency's Representatives constitutes notice to all of the Agency's Representatives.

7. Waivers: [Remove any not needed]

- a. Subcontractors. Pursuant to Article 2 of the Agreement, the provisions in this paragraph and its subparagraphs shall prevail over any conflicting language in the body of the Agreement. The Agency may retain subcontractors to provide services in furtherance of the Program provided:
 - i. The Agency furnishes a copy of this Agreement to every prospective subcontractor prior to entering into any subcontract.
 - ii. All subcontracts between the Agency and its subcontractors related to the performance of Program specifically state that they are subject to all provisions of this Agreement.
 - iii. The Agency ensures that all subcontracts conform to the terms and conditions of this Agreement.
 - iv. A copy of this Agreement is attached to and incorporated within any subcontracts between the Agency and its subcontractor.
 - v. The Agency makes available records related to any subcontract, upon request by the County's Representative.
 - vi. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. (Section 448.095(5)(b), Florida Statutes).

The County's Representative may, but has no duty to, review proposed or executed subcontracts.

Any written consent or approval by the County's Representative regarding subcontracts or subcontractors shall not alter the Agency's obligation to fulfill all terms of this Agreement nor be construed as evidence of the County having approved of or deemed any subcontract compliant with the terms and conditions of this Agreement or Florida law.

- b. Consent Forms and Client Files. Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligations regarding drafting or furnishing Consent Forms or providing individual Client files.

- c. **Client Eligibility Evidence.** Pursuant to Article 2 of the Agreement, the provisions in this paragraph shall prevail over any conflicting language in the body of the Agreement. The County hereby waives any and all obligation of the Agency to provide evidence of Client eligibility.

ATTACHMENT D

CERTIFICATE OF INSURANCE

[insert agency's current insurance certificate]

ATTACHMENT E
MANATEE COUNTY OUT OF SCHOOL TIME STANDARDS

[keep section title above and note Not Applicable, if this is not required for the program to legally operate. If not required, all tables below can/should be removed.]

FY 2027	
Out-of-School Time (OST) Standards	
MANATEE COUNTY GOVERNMENT – CHILDREN’S SERVICES	
Date of visit:	
Agency name:	
Program name:	
Conducted by:	

SUMMARY OF RESULTS			
<u>INDICATOR AREA</u>	Possible	Met	% Results
Administration and Organization		9	%
Program Management and Staff		8	%
Communication and Interaction		10	%
Program Structure and Activities		7	%
Health, Safety and Nutrition		10	%
Program Environment		3	%
Family and Community Involvement		3	%
TOTAL		50	%

RESULTS MEASUREMENT KEY		
Determination	Percentage of Indicators Met	Action Plan Requirement
Standard Area Not Met	Met less than 50 % of the total indicators in Standards Area	Action Plan required, follow up visit required
Standard Area Partially Met	Met 51% to 90% of the total indicators in Standard Area	Action Plan required; follow up visit required
Standard Area Met	Met 91% or more of the total indicators in Standard Area	No Action Plan required; no follow up visit required
<i>**Note: If an indicator is not observed during the site visit, it will be indicated by an “x” in the n/a box and the indicator will be removed from scoring.</i>		
<u>Summary Comments:</u> 		

1. ADMINISTRATION AND ORGANIZATION

GUIDING PRINCIPLE:

Provide a solid framework for afterschool programming; state a mission, philosophy, and goals.

Quality Standards:	Yes	No	N/A
1. The program has a mission statement and written goals that are measurable and support the mission statement of the agency			
2. The program has developed a written evaluation system to determine if it's mission and goals are being achieved			
3. Program has established operational policy(s) and procedures that comply with all legal requirements regarding safety, transportation, vehicles, drivers, staff, ratios and supervision of children/youth.			
4. The program maintains documentation that all legal requirements are maintained regarding: safety, transportation, vehicles, drivers, staff, ratios and supervision of children/youth.			
5. The program has established written policies and procedures for families, staff and volunteers.			
6. The program has written job descriptions and personnel policies			
7. Maintains a current list of active staff and volunteers			
8. Written documentation that all program staff and volunteers comply with state regulated background screening, fingerprinting requirements and drug testing regulations prior to employment			
9. Program conducts a self-evaluation at mid-point and the end of each program year			
Totals			

Notes:

2. PROGRAM MANAGEMENT AND STAFF

GUIDING PRINCIPLE:

Employ qualified administrative and direct care/instructional staff who are focused on the needs of children and youth, families and fellow staff.

Quality Standards	Yes	No	N/A
1. The program documents the daily arrival and departure of each child/youth.			

2. All children/youth are released only to authorized persons designated by parent(s) or guardians in writing.			
3. There is a written training plan that ensures staff participates in a minimum of 15 hours of relevant training per year			
4. The program provides current policies and procedures to families, staff and volunteers. This includes parent handbook which further explains staff roles.			
5. Staff provides direct supervision at all times (a 1/20 staff to youth ratio is recommended)			
6. Staff follows an establish behavior management system that includes parent conferences and updates			
7. Program provides annual written evaluations for all staff			
8. Conducts monthly staff meetings with agendas and documents attendance of program staff			
Totals			

Notes:

3. COMMUNICATION AND INTERACTION

GUIDING PRINCIPLE:

Provide ways to foster and enhance the communication and interactions among youth, families and staff.

Quality Standards:	Yes	No	N/A
1. The program encourages communication in a professional manner as evidenced by observed interactions			
2. Staff demonstrate positivity, respect and acceptance as evidenced by observed interaction			
3. As role models for youth, staff engage other staff in a professional manner as evidenced by observed interaction			
4. Staff demonstrate sensitivity to diversity as evidenced in policy and procedure			
5. Staff encourage youth to take initiative, make good choices and take on challenging tasks and activities as evidenced by observed interaction			
6. Staff communicate clear directives and instructions as evidenced by observed interaction			
7. Positive techniques are used to guide the behavior of youth by setting appropriate limits and encouraging youth to choose positive behaviors as evidenced by observed interaction			
8. Staff encourages youth to resolve their own conflicts as evidenced by observed interaction			

9. The program offers opportunities to engage families through: newsletters, surveys, conferences and other forms of communication as evidenced by written documentation			
10. Administration maintains consistent communication with all program staff and volunteers to ensure all necessary information is shared in a timely manner as evidenced in written documentation			
Totals			

Notes:

4. PROGRAM STRUCTURE AND ACTIVITIES

GUIDING PRINCIPLE:

Emphasize developmentally appropriate social, recreational, and educational opportunities.

Quality Standards:	Yes	No	N/A
1. The Program offers developmentally diverse activities for youth, as evidenced by observation.			
2. Daily activity schedule (including alternate activities for inclement weather or unexpected situations) is posted and includes enrichment opportunities in core academics, cultural arts and technology			
3. Offers enrichment opportunities in core academics areas, cultural arts and technology as evidenced in program schedule(s).			
4. Provides scheduled time in an appropriate environment for academic support and homework assistance.			
5. Provides planned daily recreation, sports or fitness activities as evidenced by daily activity schedule.			
6. Materials and equipment are age appropriate, accessible and in good working order as evidenced by observation.			
7. Reasonable accommodations are made to the program environment and schedule so that children and youth with special needs may participate.			
Totals			

Notes:

5. HEALTH, SAFETY AND NUTRITION

GUIDING PRINCIPLE:

Provide developmentally appropriate environments that protect and enhance the safety, health and nutrition of children and youth.

Quality Standards:	Yes	No	N/A
1. The program has written health, safety and nutrition policies which are made available to families.			
2. The program establishes policies and procedures to comply with established laws for the documentation and notification of suspected abuse, neglect, and physical, verbal and sexual harassment.			
3. There is a written and accessible emergency management plan, which includes up-to-date, relevant contact information for everyone involved with the program.			
4. The agency has staff certified in CPR and First Aid available and accessible to the children and youth at all times.			
5. There is a written medical policy, which includes, at a minimum, a plan to ensure medication is provided in the original container, maintained in appropriately secured storage, and dispensed as prescribed by a physician with parent(s) written authorization.			
6. Children and youth are separated at the first sign of illness and supervised by staff, who take proper health precautions. Parents are notified when appropriate.			
7. Safety inspections of all areas of the program (inside and outside) are conducted daily and maintained in a log and there are procedures in place for dealing with hazardous conditions and equipment.			
8. All bathrooms are clean, in good repair and supplied with soap as evidenced by observation.			
9. Frequent hand washing is encouraged, especially after using the bathroom and immediately prior to snacks and meals as evidenced by policy and observation.			
10. Drinking water is readily available at all times.			
Totals			

Notes:

6. PROGRAM ENVIRONMENT

GUIDING PRINCIPLE:

Provide safe developmentally appropriate indoor and outdoor environments.

Quality Standards:	Yes	No	N/A
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1. The program environment provides dedicated and usable safe space for all activities during hours of operation.			
2. The space is arranged to be conducive for scheduled and alternative activities as evidenced by observation.			
3. There is adequate and convenient storage space for equipment, materials and the personal possessions of youth.			
Totals			

Notes:

7. FAMILY AND COMMUNITY INVOLVEMENT

GUIDING PRINCIPLE:

Provide opportunities for family involvement and public/private partnerships.

Quality Standards:	Yes	No	N/A
1. Program recruits volunteers from the community.			
2. Program offers parents volunteer opportunities.			
3. Program supports families by providing them with communications in a variety of methods to provide internal updates and resource connections.			
Totals			

Notes:

GLOSSARY

Afterschool Programs: Safe learning environments for children and youth during their out-of-school time. Includes before and after school, full day summer and holiday programs.

Children and Youth: For the purposed of the Manatee County Out-of-School Time program, children/youth are defined as any child enrolled in the program between the ages of 5 and 17.

Community: Commonly refers to the county, city, town or neighborhood in which a program is located. A quality afterschool program links with individuals, organizations and agencies in its community.

Competencies: The knowledge, skills and abilities an individual or organization possesses. Quality afterschool programs provide staff training that integrates theory with best practices, and knowledge is gained to support the performance of specific skills.

Core Academic Areas: Includes language arts, reading, math, science.

Curriculum: A program's social, recreational and educational activities. In a quality afterschool program, the curriculum is designed to support learning, development and growth. Curriculum may include arts and crafts, music, recreation, and tutoring and homework assistance. Program curriculum is determined by the overall philosophy, mission and the needs of enrolled children.

Developmentally Appropriate Practice (DAP): Commonly refers to how a program responds to the individual differences of children and youth. In a quality afterschool program, everything it does is age appropriate, individually appropriate and culturally appropriate for all enrolled children.

Direct Service Staff: Staff who provide ongoing and direct supervision, instruction and care to children and youth.

Family: Family is defined differently for individual children and youth. Staff and administration need to be aware of the diversity of family dynamics represented in their program. Family may include children and adults living in the child's home, adults who are responsible for the care and well-being of the child, parents who may not live in the same household as the child and the child's legal guardian.

Level II Screening: Security background investigations of staff including, but not limited to, fingerprinting for statewide criminal and juvenile records checks through the Florida Department of Law Enforcement (FDLE), federal criminal records checks through the Federal Bureau of Investigation (FBI), and may include local records checks through local law enforcement agencies. Section 435.04, Florida Statutes, outlines in detail the full Level II screening requirements.

Out-of-School Time (OST): Any time that a child is not in school, including before and after school, weekends, and holiday/summer recesses.

Program Environment: The space where the program activities take place, both indoors and outdoors. How well a program utilizes its environment impacts the quality of the activities and care provided.

Philosophy: Commonly refers to the program's stated principles and beliefs. The program bases its policies and practices on its philosophy.

Quality Standards: A set of indicators used to measure excellence.

Relevant Training: Training designed for specific classes of positions dedicated to improving job performance skills.

Special Needs: The individual differences of children and youth, be they physical, behavioral, medical, emotional or cognitive.

Technology: Organizations, equipment and systems that allow us to control and adapt to our environment. Quality afterschool programs embrace technology and use it to improve the lives of children.

Volunteer: An individual who assists the program without pay. In a quality program, volunteers are under direct and constant supervision by program personnel.

ATTACHMENT E
REMOVE IF NOT APPLICABLE
MANATEE COUNTY COUNSELING STANDARDS

FY2026-2027 COUNSELING PROGRAM STANDARDS MANATEE COUNTY GOVERNMENT – CHILDREN’S SERVICES	
Date of visit:	
Agency name:	
Program name:	
Conducted by:	

SUMMARY OF RESULTS			
STANDARD AREA	# of Indicators Met		% Results
1. Counseling programs are staffed and operated by appropriately trained and qualified personnel.		8	%
2. An adequate number of personnel are available to operate an effective counseling program.		5	%
3. Counselors participate regularly in a variety of professional development activities.		5	%
4. Facilities are adequately allowing for the maintenance of confidentiality and support to the clients.		5	%
5. Materials, supplies, and equipment are appropriate and sufficient for effectively implementing the goals of the counseling program.		5	%
6. The counseling program is based on a high quality comprehensive program plan.		7	%
7. Client records are comprehensive, organized, and confidential.		9	%
8. Evaluation of the counseling program is comprehensive, systematic, and ongoing.		8	%

RESULTS MEASUREMENT KEY		
Determination	Percentage of Indicators Met	Action Plan Requirement

Standard Area Not Met	Met less than 50 % of the total indicators in Standards Area	Action Plan required, follow up visit required
Standard Area Partially Met	Met 51% to 90% of the total indicators in Standard Area	Action Plan required; follow up visit required
Standard Area Met	Met 91% or more of the total indicators in Standard Area	No Action Plan required; no follow up visit required

Standard #1: Counseling programs are staffed and operated by appropriately trained and qualified personnel.

1.1	Counselors hold a valid license or appropriate credentials from an accredited college or university and are used in roles that reflect their training and competency.		
	Policies re: Staffing and credentials	No ☐	Yes ☐
	Job descriptions	No ☐	Yes ☐
	Resumes including education degrees and work experience	No ☐	Yes ☐
	Copies of current licenses and degrees	No ☐	Yes ☐
	Verification of membership in local, state, and national professional associations to stay current in their fields	No ☐	Yes ☐
1.2	Counselors who are not licensed have supervision by other licensed or appropriately credentialed professionals as required.		
	Policy re: Responsibility of supervising staff	No ☐	Yes ☐
	Copy of license of supervising staff	No ☐	Yes ☐
	Verification of hours of supervision for license-eligible counselors	No ☐	Yes ☐
Notes/Comments:			
Standard Area #1 Met			of 8

Standard #2: An adequate number of personnel are available to operate an effective counseling program.

2.1	Counselors are available to serve or make appropriate referrals on clients within a reasonable amount of time after request for services.		
	Policy re: Intake/assessment procedure and expected length of wait time	No ☐	Yes ☐
	Policy re: Referral procedures	No ☐	Yes ☐
2.2	Counselor caseloads are appropriate for meeting client needs and goals and enough sessions per client are allocated.		
	Policy re: Staffing personnel, caseloads, and schedules	No ☐	Yes ☐
	Policy re: Proper documentation of treatment plan, goal setting, and discharge plan; follow-up services, if applicable	No ☐	Yes ☐
	Copy of sessions scheduled, attended, cancelled, or "no shows" by clients during the last full month	No ☐	Yes ☐
Notes/Comments:			
Standard Area #2 Met			of 5

Standard #3: Counselors participate regularly in a variety of professional development activities.			
3.1	Counselors develop a Professional Development Plan (PDP) that includes specific goals, appropriate activities, training options, and indicators of progress.		
	Policy re: Professional development and training procedures	No ☐	Yes ☐
	Sources of training are made available to staff through electronic communication, printed materials, etc.	No ☐	Yes ☐
	Copy of staff's continuing education credits over the past year	No ☐	Yes ☐
3.2	Counselors are evaluated for performance and progress in training activities.		
	Policy re: Evaluation of counseling staff	No ☐	Yes ☐
	Copy of employee's latest performance evaluation	No ☐	Yes ☐
Notes/Comments:			
Standard Area #3 Met			of 5

Standard #4: Facilities are adequate, allowing for the maintenance of confidentiality and support to the clients.

4.1	Counselors have appropriate work spaces for individual, family, and group sessions which provide client confidentiality.		
	Policy re: Facilities	No ☐	Yes ☐
	Description of space used for counseling	No ☐	Yes ☐
	Photos of counseling areas or visual assessment by monitor	No ☐	Yes ☐
4.2	Facilities comply with the Americans With Disabilities Act (ADA) requirements.		
	Policy re: Procedures for clients with disabilities	No ☐	Yes ☐
	Verification of compliance with ADA requirements, if the Agency owns facility	No ☐	Yes ☐
Notes/Comments:			
Standard Area #4 Met			of 5

Standard #5: Materials, supplies, and equipment are appropriate and sufficient for effectively implementing the goals of the counseling program.

5.1	Adequate and appropriate materials are available and only used by properly trained personnel.		
	Policy re: The use of curriculum materials and supplies needed to provide the counseling program	No ☐	Yes ☐
	Descriptions or copies of curriculum materials and assessments used by the counselors	No ☐	Yes ☐
5.2	Technological equipment allows for efficiently completing administrative and clerical tasks.		
	Technological equipment is adequate for the program purposes	No ☐	Yes ☐
5.3	Materials and/or resources, in languages other than English, are made available as needed by the Agency for the counseling program.		
	Policy re: Procedures to accommodate clients who speak other languages	No ☐	Yes ☐
	Culturally sensitive materials are available, if needed, by counseling personnel	No ☐	Yes ☐
Notes/Comments:			

Standard Area #5 Met		of 5
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Standard #6: The counseling program is based on a high quality comprehensive program plan.		
6.1	The program plan includes a philosophy or mission statement which has been reviewed or approved by the Agency's Board of Directors, or other authorities if no board exists.	
	Copy of written philosophy or mission statement	No ☐ Yes ☐
6.2	The program plan includes listings of appropriate program activities, materials and resources that address program goals and client outcomes.	
	List of program activities, materials and resources	No ☐ Yes ☐
6.3	The program plan includes an appropriate initial assessment, treatment plan, goal setting, and periodic assessment of progress to prevent overutilization of services.	
	Program plan	No ☐ Yes ☐
6.4	The program plan is revised at least annually based on the results of program evaluations, changes in client needs, and implications of published research.	
	Copy of program revisions and date revised, if applicable	No ☐ Yes ☐
6.5	The program plan includes procedures to guide counselor's responses to emergency situations.	
	Policy re: Emergency situations	No ☐ Yes ☐
6.6	The program plan includes community outreach and education as an ongoing part of the counseling program.	
	Agency/program brochure	No ☐ Yes ☐
	Description of outreach and community education efforts	No ☐ Yes ☐
Notes/Comments:		
Standard Area #6 Met		of 7

Standard #7: Client records are comprehensive, organized, and confidential.

7.1	Records contain initial assessments, progress notes, confidentiality agreements, financial agreement, outcome measures, release of information, satisfaction surveys, referral forms, and other forms when appropriate.		
	Policy re: Proper documentation of intake/assessment forms, treatment plans, referrals, progress notes, and other forms as needed that make up a client file	No ☐	Yes ☐
	Copy of all forms that are essential for a client file	No ☐	Yes ☐
7.2	Peer review of client files.		
	Policy re: Agency peer review procedures	No ☐	Yes ☐
	Copy of peer review checklist	No ☐	Yes ☐
7.3	Records (closed and active) can be easily located and are kept in locked files.		
	Policy re: Records storage and record access	No ☐	Yes ☐
	Copy of record access form, if applicable	No ☐	Yes ☐
	Policy re: Providing records to other treating agencies	No ☐	Yes ☐
7.4	Closed records are retained according to required guidelines of the Agency.		
	Policy re: Length of record retention and subsequent disposition of records	No ☐	Yes ☐
7.5	The Agency has a plan for the disposition of client records if the Agency ceases operation.		
	Policy re: Records transfer	No ☐	Yes ☐
Notes/Comments:			
Standard Area #7 Met			of 9

Standard #8: The evaluation of the counseling program is comprehensive, systematic, and ongoing.

8.1	The Evaluation Plan specifies the results data collection methods, and schedules of when and how they are administered.
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	Policy re: Procedures used to evaluate the counseling program	No ☐	Yes ☐
	Copy of Results First worksheet. Worksheet states the desired benefit of the counseling program, indicating the related result(s), target(s), verification(s) and milestones.	No ☐	Yes ☐
	Timeframe for data collection is clearly stated	No ☐	Yes ☐
	Copies of specified forms used for data collection regarding the clients such as surveys, pre and post-test, etc.	No ☐	Yes ☐
8.2	The program targets, results, and milestones are measurable and represent a meaningful benefit to the client.		
	Targets, results and milestones are measured and reported as required. Copies of result reports, as submitted.	No ☐	Yes ☐
	Report indicates client progress and achievement of milestones and meaningful results; and indicates the Agency progress and achievement of results and target for the program.	No ☐	Yes ☐
8.3	Program targets, results, and milestones are used to make appropriate revisions to achieve and communicate the benefits of the counseling program.		
	Policy re: Methods used to make revisions or improvements when needed to achieve desired benefits of counseling through review of the program target, results and milestones	No ☐	Yes ☐
	Policy re: Methods used to communicate to the community the benefits of the counseling program	No ☐	Yes ☐
Notes/Comments:			
Standard Area #8 Met			of 8

