

**Lee County Board Of County Commissioners  
Agenda Item Summary**

September 7, 2005

Blue Sheet No. 20051988

**1. ACTION REQUESTED/PURPOSE:** (1) Approve FY 2006 contracts for the Partnering for Results program as adopted at the final public hearing on September 22, 2005 and authorize the Chairman to sign the contracts once completed by the community agencies. (2) Authorize Human Services to negotiate adjustments in unit rates and/or units purchased. (3) Approve FY 2006 contract for United Way of Lee County in the amount of \$42,000 for Information and Referral Services (211) and authorize the Chairman to sign the contract once completed by United Way of Lee County.

**2. WHAT ACTION ACCOMPLISHES:** Provides County funding for social service programs as a fixed unit rate.

**3. MANAGEMENT RECOMMENDATION:** Recommend Approval

**4. Departmental Category:** 05

*C5A*

**5. Meeting Date:** 10-11-2005

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose:** (specify)

- Statute
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner N/A  
 Department Human Services  
 Division N/A

By: Karen B. Hawes

*[Signature]*

**9. Background:** The Human Services Partnering for Results Review Panel recommended to the Board of County Commissioners to allocate \$3,580,153 for thirty-two (32) proposals. The final recommendations were accepted during the September 22, 2005 public hearing. A total of \$42,000 was allocated to United Way of Lee County to help support the Countywide 211 Information and Referral service.

Partnering for Results proposals were based upon a reimbursement rate per unit of service that was projected by the agencies in March 2005. Department staff will work with agencies and agree on a contracted unit rate if the projected number of units or unit rate differs from what current financial and service data supports. Once the unit rate is approved by Department staff, the agency will be reimbursed at the fixed rate throughout the contract period.

Funds are available in account string: FC5690200100.508210

Attachments: FY2006 Proposal allocations  
 Department of Human Services Standard Provider Contract

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	RK 9/19	9/19/05	9/19/05	9/22/05	HS 9/22/05

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:  
9/22/05 *[Signature]*  
 COUNTY ADMIN  
 FORWARDED TO:  
9/22/05  
U. 30 PM

RECV 9/16/05  
 by CO. ATTY.  
 CO. ATTY.  
 FORWARDED TO:  
[Signature]

**DEPARTMENT OF HUMAN SERVICES PARTNERING FOR RESULTS PROPOSAL REVIEW SUMMARY**

AGENCY	OUTCOME AREA PROGRAM NAME	AVERAGE POINTS	AVERAGE RANK	UNIT COST	REQUESTED UNITS	RECOMMENDED UNITS	REQUESTED FUNDING	RECOMMENDED FUNDING
<b>SUPPORTIVE HOUSING/LIVING</b>								
LARC	GROUP HOMES	45	1	\$ 648.00	276	276	\$178,848.00	\$178,848.00
SENIOR FRIENDSHIP CENTER	CASE MANAGEMENT	49	2	\$ 2.87	6,089	6,089	\$17,475.43	\$17,475.43
SENIOR FRIENDSHIP CENTER	TRANSPORTATION	49	3	\$ 1.63	9,224	9,224	\$15,035.12	\$15,035.12
DEAF SERVICE CENTER	INDEPENDENCE & COMMUNICATION INTEGRATION	44	4	\$ 10.89	2,480	2,480	\$26,511.20	\$26,511.20
IMPACT	EARLY INTERVENTION	34	5	\$ 37.99	6,268	6,268	\$238,121.32	\$238,121.32
VISUALLY IMPAIRED PERSONS	INDEPENDENT LIVING	48	6	\$ 29.00	2,242	2,242	\$65,018.00	\$65,018.00
ISLAND COAST AIDS NETWORK	CASE MANAGEMENT	46	7	\$ 8.85	31,520	31,520	\$278,952.00	\$278,952.00
LARC	ADAP/T	45	8	\$ 5.30	7,810	7,810	\$41,393.00	\$41,393.00
CHILDREN'S HOME SOCIETY	DEVELOPMENTAL DISABILITIES	44	9	\$ 11.16	3,838	3,838	\$42,832.08	\$42,832.08
LARC	NON-RESIDENTIAL FAMILY SERVICES	45	10	\$ 29.90	1,630	1,630	\$48,737.00	\$48,737.00
SENIOR FRIENDSHIP CENTER	FRIENDSHIP AT HOME	47	11	\$ 7.50	2,000	2,000	\$15,000.00	\$15,000.00
SENIOR FRIENDSHIP CENTER	NUTRITION SERVICES	49	12	\$ 0.68	107,062	107,062	\$72,802.16	\$72,802.16
<b>SUBTOTAL</b>							<b>\$1,040,726.31</b>	<b>\$1,040,726.31</b>
<b>ECONOMIC OPPORTUNITY</b>								
DEAF SERVICE CENTER	JOB READINESS & WORKPLACE COMMUNICATION	47	1	\$ 12.01	1,575	1,575	\$18,915.75	\$18,915.75
LARC	SUPPORTED EMPLOYMENT	49	2	\$ 9.20	3,515	3,515	\$32,338.00	\$32,338.00
VISUALLY IMPAIRED PERSONS	VOCATIONAL REHABILITATION	48	3	\$ 29.00	862	862	\$24,998.00	\$24,998.00
CHILDCARE OF SW FL	CHILDCARE	47	4	\$ 20.26	30,849	28,633	\$625,000.74	\$580,112.25
DR. PIPER CENTER	SENIOR COMPANION	48	5	\$ 0.80	46,405	46,405	\$37,124.00	\$37,124.00
DR. PIPER CENTER	SENIOR AIDE	48	6	\$ 0.91	60,500	60,500	\$55,055.00	\$55,055.00
LARC	WORKSHOP	47	7	\$ 10.50	18,014	18,014	\$189,147.00	\$189,147.00
DR. PIPER CENTER	FOSTER GRANDPARENT	47	8	\$ 0.80	73,734	73,734	\$58,987.20	\$58,987.20
GOODWILL INDUSTRIES	WORKFORCE DEVELOPMENT	47	9	\$ 644.74	120	120	\$77,368.80	\$77,368.80
CATHOLIC CHARITIES	CASE MANAGEMENT	43	10	\$ 25.44	3,765	0	\$95,781.60	\$0.00
BRIGHTEST HORIZONS	CHILDCARE	42	11	\$2,950.01	12	0	\$35,400.12	\$0.00
<b>SUBTOTAL</b>							<b>\$1,250,116.21</b>	<b>\$1,074,046.00</b>
<b>ACTIVITIES FOR YOUTH</b>								
CATHOLIC CHARITIES	AFTER SCHOOL & SUMMER ACTIVITIES	48	1	\$ 5.12	29,448	29,448	\$150,773.76	\$150,773.76
PLANNED PARENTHOOD	OUTREACH EDUCATION	49	2	\$ 6.94	3,600	3,600	\$24,984.00	\$24,984.00
LUTHERAN SERVICES	NON-RESIDENTIAL FAMILY SERVICES	47	2	\$ 65.23	2,250	2,250	\$146,767.50	\$146,737.50
BIG BROTHERS BIG SISTERS	COMMUNITY BASED MENTORING	48	3	\$ 70.00	3,216	3,216	\$225,120.00	\$225,120.00
CHILDREN'S ADVOCACY BOYS & GIRLS CLUBS OF LEE COUNTY	AFTER SCHOOL PROGRAM	46	4	\$ 476.29	260	260	\$123,835.40	\$123,835.00
BOYS & GIRLS CLUBS OF LEE COUNTY	SUMMER ENRICHMENT BEFORE & AFTER SCHOOL	45	5	\$ 8.99	11,859	11,859	\$106,612.41	\$106,612.41
SOUTHWEST FL ADDICTION SERVICES	EARLY RISERS FOR SUCCESS	45	6	\$ 8.48	21,226	15,759	\$189,996.48	\$133,636.67
43	7	\$ 35.49	3,437	0	\$121,979.13	\$0.00		
<b>SUBTOTAL</b>							<b>\$1,090,068.68</b>	<b>\$911,699.34</b>
<b>BASIC ASSISTANCE</b>								
SALVATION ARMY	EMERGENCY SHELTER	45	1	\$ 34.14	1,465	1,465	\$50,015.10	\$50,015.00
CHILDREN'S ADVOCACY ABUSE COUNSELING & TREATMENT	FAMILY ALLIANCE	46	2	\$ 101.49	1,758	1,430	\$178,419.42	\$145,079.35
	RESIDENTIAL	43	3	\$ 55.13	5,927	5,597	\$326,755.51	\$308,589.00
CATHOLIC CHARITIES	DIRECT ASSISTANCE	44	4	\$ 25.51	2,512	1,960	\$64,081.12	\$50,000.00
NATIONS ASSOCIATION	FOOD PROGRAM	38	5	\$ 1.05	22,500	0	\$23,625.00	\$0.00
PARTNERS IN SELF-SUFFICIENCY	HOMEBUYER EDUCATION	32	6	\$ 30.24	843	0	\$25,492.32	\$0.00
<b>SUBTOTAL</b>							<b>\$668,388.47</b>	<b>\$553,683.35</b>
UNITED WAY OF LEE COUNTY							\$42,000.00	\$42,000.00
<b>TOTAL</b>							<b>\$4,091,288.67</b>	<b>\$3,622,164.00</b>

CFSA # \_\_\_\_\_  
CFDA # \_\_\_\_\_  
Contract No. \_\_\_\_\_

STANDARD NONPROFIT CONTRACT/Unit of Service Funding Source: General Fund

**CONTRACT BETWEEN  
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
And**

**THIS CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between Lee County, hereinafter referred to as "**COUNTY**" and \_\_\_\_\_ a Nonprofit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

**WHEREAS, COUNTY** believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

**ARTICLE I            SCOPE OF SERVICES**

(Insert Program Description)

Program(s) must be implemented to serve residents of Lee County in accordance with the approved proposal(s), exhibits/attachments.

**ARTICLE II            TERM OF CONTRACT**

This Contract shall begin October 1, 2005 and end September 30, 2006 unless terminated as specified in Article VIII, Suspension/Termination.

**ARTICLE III COMPENSATION AND REPORTS**

**A.     Contract Payment**

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed \$ \_\_\_\_\_. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds

The **COUNTY** has agreed to purchase the service(s) listed in Article I. This contract is for the payment of a fixed number of units of service at the fixed unit rate.

<b>Program</b>	<b>Unit Description</b>	<b>Units purchased by County</b>	<b>Unit rate reimbursed by County</b>	<b>Total</b>

**B. Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

**C. Contract Deliverables**

**1. Required Reports (check if included in contract)**

- EXHIBIT 1- Payment Request for Unit rate contract Due: Monthly by the 20th of the following month.** Must be based upon approved unit rates and actual uncompensated units provided during the reporting period. Payment will be made upon receipt and approval by the **COUNTY** of a completed Payment Request. Copies of supporting documentation for units provided during the reporting period must be attached to the Payment Request.
- EXHIBIT 1 - Payment Request for Line item contract- Due: Monthly by the 20th of the following month.** All payments will be reimbursement for expenses already paid for services rendered during the contract period. Required documentation will include vendor invoice, payroll journal, or other original documentation, as well as a copy of the **PROVIDER'S** check.
- EXHIBIT 1A - -- Allocation by Service Activity-- SHP only.**
- EXHIBIT 2 – Program/Demographics– Due: April 30, 2006 and October 31, 2006.**

- EXHIBIT 3 – Performance Outcomes Report – Due: April 30, 2006 and October 31, 2006.**
- EXHIBIT 4 - Unit Rate Analysis Report – Due: 30 days following the end of each quarter.**
- EXHIBIT 5- Annual Progress Report or Closeout Report Due\_\_\_\_\_.**
- EXHIBIT 6 - Certificate of Insurance - Insert in contract.**
- EXHIBIT 7 – Statement of Work – Insert in contract.**

**2. Required Documents**

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due: 180 days following the end of PROVIDER’S fiscal year(s).**
- Monitoring Reports – A copy of monitoring reports from other funding agencies to the **PROVIDER** will be due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**. Copies of monitoring reports must include the **PROVIDER’S** response to the funding agency.

**D. Contract Closeout**

1. Partnering for Results: Unit Rate Analysis Report - **Due: 30 days following end of contract.**
2. Partnering for Results: Final Payment Request – **Due: 4 days following end of contract.**
3. State Mandated: Final Payment Request – **Due: 4 days following end of contract.**
4. HOME – Closeout package for each property – **Due: 120 days after closing.**
5. Supportive Housing Program and Shelter Plus Care – Final Payment Request and Annual Progress Report – **Due: 45 days from last day of contract term.**
6. CDBG – Final Payment Request and Demographics Reports – **Due: 20<sup>th</sup> of the month following the term end.**
7. Challenge Grants – A Final Closeout Payment Request – **Due: No later than 10 days after the end of the contract term or project completion date.**

**ARTICLE IV**

**AUDITS, MONITORING, AND RECORDS**

**A. Monitoring**

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the

specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contact.

**PROVIDER** must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

#### **B. Audits and Inspections**

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

#### **C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

#### **D. Independent Audit**

An original, bound audit of the agency's financial statements in accordance with Generally Accepted Accounting Principals (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant who has received an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, generally accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

## **ARTICLE V            AMENDMENTS**

**PROVIDER** must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

## **ARTICLE VI            CONTRACTOR STATUS**

### **A.     Independent Contractor**

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the

County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### **B.     Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

## **ARTICLE VII RISK MANAGEMENT**

### **A.     Indemnification**

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay

either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

## **B. Insurance**

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***namng Lee County Board of County Commissioners as Certificate Holder*** will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
  - \$100,000 per accident
  - \$500,000 disease limit
  - \$100,000 disease limit per employee
2. **Commercial General Liability**– Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
  - \$100,000 bodily injury per person (BI)
  - \$300,000 bodily injury per occurrence (BI)
  - \$100,000 property damage (PD) or
  - \$300,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate, shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
  - \$100,000 bodily injury per person (BI)
  - \$300,000 bodily injury per occurrence (BI)



\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency’s funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

**C. Notice of cancellation or modification**

Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

**ARTICLE VIII      SUSPENSION/TERMINATION**

**A.      Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

**B.      Termination by COUNTY**

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

**C.      Termination by PROVIDER**

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

**ARTICLE IX      ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to

provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all Federal, State and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).
- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- K. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.

- L. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

**ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a "covered entity" as the law defines that term. Any "personal health information" ("PHI") as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an on-going task of the effected staffs of the **COUNTY** and **PROVIDER**.

**ARTICLE XI NOTICES**

Official notices concerning this Contract shall be directed to the following authorized representatives:

<p><b>PROVIDER:</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Agency: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p>	<p><b>COUNTY:</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-Mail: _____</p>
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The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

<p>_____</p> <p>Name (printed/typed)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>	OR	<p>_____</p> <p>Name (printed/typed)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>
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In the event that either party designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

**ARTICLE XII SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.

**ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

**IN WITNESS THEREOF, PROVIDER and COUNTY** have caused this 10-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2005,

by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did ( did not) take an oath.

**NOTARY:**

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (typed)

**COUNTY: LEE COUNTY**

By: Douglas R. St. Cerny  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

Chairman, Board of County Commissioners  
Title

\_\_\_\_\_  
Date

**ATTEST: CLERK OF CIRCUIT COURT**

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

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE**

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

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

Date: \_\_\_\_\_

