Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 2006/540

1. ACTION REQUESTED/PURPOSE:

Authorize Board of County Commissioners to sign the contract with Catholic Charities Diocese of Venice, Inc. to act as lead agency for the disbursement of Choose Life License Plate funds in Lee County.

2. WHAT ACTION ACCOMPLISHES:

Provides funds collected from the purchase of Choose Life License Plates in Lee County to a qualifying not-for-profit organization to be utilized according to Florida Statute 320.08058 (30).

3. MANAGEMENT RECOMMENDATION:

Recommend Approval	_			
4. Departmental Category:	05 C5A		5. Meeting Date:	DEC 1 2 2006
6. Agenda:	7. Requirement/Purpose	e: <i>(specify)</i>	8. Request Initia	ted:
X Consent	X Statute	320.08058 (30)	Commissioner	N/A
Administrative	Ordinance		Department	Human Services
Appeals	Admin. Code		Division	N/A
Public	Other		By: Karen	Hawes, Director
Walk-On	Laws of Florid	a	1/3-1	
			,	

9. Background:

Proceeds from Choose Life License Plates sold in Lee County are returned to the county to be distributed to a not-for-profit agency for use in meeting the basic material needs of pregnant women who are committed to placing their child for adoption and care of newborn infants awaiting adoptive placement. A portion of funds may also be used for other eligible adoption related expenses such as counseling, training and advertising of the program. Funds may not be used for administrative expenses of the county or lead agency. Catholic Charities Diocese of Venice, Inc. will serve as lead agency and will work with local service providers to help locate and assist appropriate clients. Funds available during FY 2007 include \$61,881.09 carried forward from previous years and \$29,000.00 in funds received during FY2006, for a total of \$90,881.09.

Funds will be available in account: FC5690200100.508210.602

Attachment: Contract (3 originals)

10. Review for Scheduling: Purchasing County Human County Other **Budget Services** Manager/P.W. Resources Director Analyst N/A N/A DK Was Commission Action: RECEIVED BY Approved COUNTY ADMIN Deferred 1-21-06 Denied COUNTY ADMIN Other FORWARDED TO:



SOUTHWEST FLORIDA BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF HUMAN SERVICES

STATE MANDATED CONTRACT

with

Catholic Charities Diocese of Venice, Inc.

October 1, 2006 - September 30, 2007

CSFA #	
CFDA #	
Contract	No.
Funding :	Source: State of Florida
_	ment of Motor Vehicles
•	life License Plates

CONTRACT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS And CATHOLIC CHARITIES DIOCESE OF VENICE, INC

THIS CONT	RACT is	entered	into	o this			_ day (of _			2006, betwe	en Lee C	oun	ty,
hereinafter r	eferred to	as "CC)UN	TY " ar	nd 🤇	<u>Cath</u>	<u>olic Ch</u>	<u>ıar</u>	ities Dic	cese	of Venice, I	nc., a No	npro	ofit
Corporation	existing	under	the	laws	of	the	State	of	Florida	and,	hereinafter	referred	to	as
"PROVIDER	2"													

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

Agency will provide for the material needs of pregnant women who are committed to placing their child(ren) for adoption, as well as the care and needs of infants who are awaiting adoptive placement. In addition, funds may be used for adoption, counseling, training and advertising.

Program(s) must be implemented to serve residents of Lee County in accordance with Florida Statutes 320.08058 and 320.08062 and the approved exhibits/attachments. (Insert program description)

ARTICLE II TERM OF CONTRACT

This Contract shall begin <u>October 1, 2006</u> and end <u>September 30, 2007</u> 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 **\$90,881.09**. 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.

B. <u>Deferred Payment/Return of Funds</u>

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

If as a result of monitoring or audit, unallowable or unsupported costs are found, no further 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 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 2 Program/Demographics Due: 30 days following the end of the contract period.
- □ EXHIBIT 3 Performance Outcomes Report Due: <u>30 days following the end</u> of the contract period.
- □ EXHIBIT 4 Unit Rate Analysis Report Due: <u>30 days following the end of the contract period.</u>
- ☑ EXHIBIT 5- Annual Report Due: On or before October 20, 2007.
- **☑** EXHIBIT 6 Certificate of Insurance <u>Insert in contract.</u>
- ☑ EXHIBIT 7 Statement of Work Insert in contract.
- EXHIBIT 8 Equipment/Fixed Assets Inventory Form- Due: <u>30 days from purchase of equipment or fixed assets</u>, and annually on October 1.

2. Required Documents

- ☑ Audited Financial Statement and Management Letter for fiscal year (s) in which contract funds are expended. <u>Due 180 days following the end of PROVIDER'S fiscal year (s).</u>
- ☑ Monitoring Reports A copy of monitoring reports provided by other agencies including the agencies response for programs funded by COUNTY will be due no later than 30 days after receipt by the PROVIDER.

D. <u>Contract Closeout</u> (check if required)

end.
Partnering for Results: Final Payment Request-Due: 4 days after contract
end.
HOME -Closeout package for each property - Due: 120 days after closing.
Supportive Housing Program and Shelter Plus Care - Final payment request and
Annual Progress Report - Due: 45 days from last day of the 12 month

Partnering for Results: Unit rate Analysis Report-Due: 30 days after contract

- period of service delivery (operating year).
 CDBG Final payment request and demographics reports Due: 20th of the month after term end.
- ☐ <u>Challenge Grants</u> Final closeout payment request <u>Due: no later than 10</u> days after the end of the contract term or project completon date.
- State Mandated: Final Payment Request Due 4 days after end of contract.

<u>ARTICLE IV</u> 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 the 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 Contract.

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.

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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 demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, 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. <u>Independent Audit</u>

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, focunotes, 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 *naming 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:

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 use 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.

<u>ARTICLE IX</u> 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 its 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 Statues, 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 (1-800-962-2873).
- **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 (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**.

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NOTICES ARTICLE XI

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

PROVIDER:

Name:

Peter Routsis-Arrovo

Title:

President/C.E.O.

Agency:

Catholic Charities Diocese

of Venice, Inc.

Address:

1000 Pinebrook Road

Venice, FL 34285

Telephone: (941) 488-5581

Fax:

(941) 486-4756

E-Mail:

lasorsa@dioceseofvenice.ora

COUNTY:

Name:

Attn: Kim Stryker

Title:

Contract Specialist

Agency:

Department of Human Services

Address: 2440 Thompson Street

Fort Myers, Florida 33901

Fax:

Telephone: (239) 533-7924 (239) 533-7960

E-Mail:

kstryker@leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

Robert C. Johnson

OR

Elizabeth LaSorsa

Name (printed/typed)

Signature C.F.O.

Title

Name (printed/typed)

Signature

Accounting Clerk

Title

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.

SPECIAL PROVISIONS ARTICLE XII

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

ALL TERMS AND CONDITIONS INCLUDED ARTICLE XIII

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 <u>11-page</u> contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:	COUNTY: LEE COUNTY
By: Peter Routsis-Arroyo Name(print) Outside Countsis C	By
STATE OF FLORIDA COUNTY OF LEE The foregoing instrument was acknowledged before me this 3! day of October, 2006, PETER by Routs is - Appropriate who has produced	ATTEST: CLERK OF CIRCUIT COURT By: Title: Date:
as identification and who did (Adid not) take an oath. NOTARY: By: Clipatel Q. Don- Notary of Public (Signature) Name (typed) ELIZABETH A. LA SORSA	APPROVED AS TO FORM: COUNTY ATTORNEY'S OFFICE By: Title: Date:

ELIZABETH A. LASORSA MY COMMISSION # DD 429722 EXPIRES: June 15, 2009 Bonded Thru Notary Public Underwriters

Lee County Department of Human Services

CONTRACT EXHIBITS & ATTACHMENTS

Check applicable items:

EXHIBITS		(Required Reports/Documentation):
✓	Exhibit 1	Payment Request
✓	Exhibit 2	Program/Demographics/ Report
	Exhibit 3	Performance Outcomes Report
	Exhibit 4	Unit Cost Analysis Report
✓	Exhibit 5	Annual Report
√ ·	Exhibit 6	Certificates of Insurance
✓	Exhibit 7	Statement of Work

Equipment/Fixed Assets Inventory

ATTACHMENTS

None

Exhibit 8

EXHIBIT 1 PAYMENT REQUEST

Mail to: Lee County Department of ATTN: Contracts Specialist 2440 Thompson Street Fort Myers, FL 33901 Please call Human Services with an Tel.(239) 533-7924 FAX (239) 533-E-mail: kstryker@leegov.com	y questions.				Modification No. Date approved: Expenditures for// Check appropriaRegular F	Mailing Address:	DLIC CHARITIES, DIOCESE OF VENICE 1000 Pinebrook Road Venice, FL 34285 Phone: (941) 441-1127 Fax: (941) 484-1121 E-mail: lasorsa@dioceseofvenice.org
Payment Requests are due by the 2 Support documentation must be atta Final payment request is due Octob	ached.	after the end of the r			N	1	
a. Approved Budget Cost Categories	b. Approved Budget Amount	c. Balance fwd. Previous Reimbursement Request	d. Paid Expenditures for Report Period	e. Paid Expenditures Y-T- D	f Remaining Balance Y-T-D	have been made ii	tify that all transactions reported in Exhibit 1 n compliance with all applicable statutes and n accordance with the approved County
PRIMARY SERVICE: 70%- Material needs such as: Clothing, Food, Housing, Medical care, Utilities, Transportation	\$ 63,616.76			\$ -	\$ 63,616.76	Signature of Authorized Official:	
SECONDARY SERVICE:30% Adoption, Counseling, Training, Advertising *	\$ 27,264.33			\$ -	\$ 27,264.33	Date approved:	
						. F	OR LEE COUNTY USE ONLY
						AUTHORIZED BY	\$ -

\$

\$

\$ 90,881.09

DATE:

Total:

10/26/2006 +

\$ 90,881.09 \$

^{*} At least 70% of final actual expenses must be used for primary services.

EXHIBIT 2

DEMOGRAPHICS OF CLIENTS SERVED IN PROGRAM

CHOOSE LIFE (CATHOLIC CHARITIES, DIOCESE OF VENICE, INC.)

Reporting Period:

October 1, 2006 - September 30, 2007

Period:	October 1, 2006 - September 30, 2007	# of Clients served
	UNDUPLICATED CLIENT CHARACTERISTICS	in Program
AGE GRO	DUP	
	5 and under	
	6 - 12 years	
	13 - 17 years	
	18 - 30 years	
	31-50 years	
	51-61 years	
	62 and over	
	Not collected	0
GENDER	Total	U
GENDER		
	Male	
	Female Not collected	
	Total	0
RACE		
MACL	American Indian or Alaska Native	
	Asian	
	Black or African American	
	Native Hawaiian or Pacific Islander	
	White	
	Not collected	
	Total	0
ETHNICI		
	Hispanic or Latino	
	Not Hispanic or Latino	
	Not collected	
	. Total	0
LEGAL R	ESIDENCE AT REFERRAL	ale de la Chalacteria de la
,	Alva (33920)	
	Bonita Springs (34133, 34134, 34135, 34136)	
	Cape Coral (33904,33909, 33910, 33914, 33915, 33990, 33991, 33993)	
	East Fort Myers (33905, 33994)	
	Ft. Myers Beach/Estero (33928, 33931, 33932)	
	Fort Myers (33901, 33902, 33916, 33965)	
	Lehigh Acres (33936, 33970, 33971, 33972)	
	North Fort Myers (33903, 33917, 33918)	
	Pine Island/Boca Grande (33921, 33922, 33945, 33956)	
	Sanibel/Captiva (33924, 33957)	
	South Ft. Myers (33906, 33907, 33908, 33911, 33912, 33913, 33919)	
	Out of county	
	Not collected	
	Total	0
INCOME		
	Very low (30% of Median)	
	Low (60% of Median)	
	Low/Mod (80% of Median)	
	Not collected	
	Total	0

Exhibit 5 ANNUAL CHOOSE LIFE SPECIALTY LICENSE PLATE REPORT TO DHSMV BY COUNTY

		C	County		<u> </u>			
		F	Fiscal Year E	Ending				
County Prior Year End	ding Balance	e .		\$	•			
Annual Plate Fees Re	ceived From	n State		\$				
Interest Earned on Fe	Interest Earned on Fees			\$				•
Total Available for Dis	tribution by	the County		\$				
Annual Plate Fees Dis	stributed to A	\aencies		\$				
Interest Earned by Ag		_		\$				
Total Available for Age				\$				
rotar, transacto to, rigi	J. 10, Exposit			· ·				
Annual Plate Fee Ex	penditures	By Agencies	5					
				- 1	Casandanul	Maman	Infanta	T-1-1
Primary:	Women	Infants	Total	_	Secondary:	Women	Infants	Total
Clothing			<u> </u>	-	Counseling	·	···	
Housing				-	Training Advertising			
Medical Care Food		-		_	Adoption			
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Other Material Needs								
		penditures	¢	╡ .				
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Total Primary and Sec	condary Exp	enditures		\$.				
Primary expenses as	a % of total	Expenditures	S		_ %			
Secondary expenses	as a % of to	tal Expenditu	ıres		_,%			
Percentage of Distribu	ıted Fees Ut	tilized			%			
-								
Amount Returned by A	Agency (if ar	ny) to County	,	\$				
Amount Retained by Agency (if any)			\$					
County Fiscal Year Ending Balance			\$					
We certify that all reci	pient agenci	es and the C	ounty have	complied wi	th Florida Statu	tes, 320.080	056 and 320	.08058.(30)
Chair Board	1 of County 6	Commissione	PES .	_	Dat	е.		

Exhibit 5 SPECIALTY LICENSE PLATE REVENUE, EXPENDITURE, AND COMPLIANCE AFFIDAVIT

	PROVIDE THE N TYPE OF SPEC					NTIES OF OPERA	ATION,
(Name o	of organization)		(County)		(1	Specialty License Pla	ate)
2. PLEASE	IDENTIFY YOU	R ORGANIZATI	ION'S FISCAL	YEAR/ANNUA	L ACCOUNTIN	IG PERIOD DATE	ES.
***	throug	gh					
3. PLEASE I	IDENTIFY THE	BEGINNING B	ALANCE OF LI	CENSE PLATE	EFUNDS. \$		
						/ED BY YOUR O	
DATE OF	\$	DATE OF	\$	DATE OF	\$	DATE OF	\$
WARRANT	AMOUNT	WARRANT	AMOUNT	WARRANT	AMOUNT	WARRANT	AMOUNT
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						Interest Income	
			·			Total Revenue \$	
5. PLEASE	PROVIDE A CA	ATEGORICAL L	IST OF EXPEN	IDITURES FOF	R THE FISCAL '	YEAR.	
			F EXPENDITURE			\$ AMOUNT OF I	EXPENDITURE
						_	
		ALL INTERESTANCE TOWNS					
				7	Total Expenditures	c ¢	
				LI'	nding Balance	2 \$	

Exhibit 5
UNDER PENALTY OF PERJURY I DO HEREBY SWEAR OR AFFIRM THAT NO FEES RECEIVED
FROM THE SPECIALTY LICENSE PLATE PROGRAM, OR INTEREST FROM THE INVESTMENT
OF THOSE FEES HAVE BEEN EXPENDED FOR COMMERCIAL OR FOR-PROFIT ACTIVITIES
NOR FOR GENERAL OR ADMINISTRATIVE EXPENSES EXCEPT AS AUTHORIZED BY F.S. s.
320.08056 AND 320.08058 OR 320.08068 OR TO PAY THE COST OF THE AUDIT OR REPORT
REQUIRED BY F.S. s. 320.08062 AND THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT
IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

(Si	gnature of organization head)	(Date)	
(Printed name)		(Title)	
HE FOREGOING	INSTRUMENT WAS ACKNOWLEDGED	BEFORE ME THISDAY OF_	(Month)
			(INOTILIT)
	(Alice of account validate statement)	······································	(Month)
(Year)	(Name of person making statement)	······································	(worth)
(Year)	······································	·	(WOTH)
(Year) NHO Check one) IS PERSO	······································	·	(WOTH)

Return-Address:

Division of Motor Vehicles Bureau of Titles and Registrations Specialty License Plate Section, Mail Stop 74 Neil Kirkman Building Tallahassee, Florida 32399-0500

EXHIBIT 6 CERTIFICATES OF INSURANCE

Insert Certificates of Insurance naming Lee County Board of County Commissioners

as

Certificate Holder

as required in Article VII, for the following policies:

- ☑- Worker's Compensation
- ☑- General Liability
- ☑- Business Auto Liability
- ☑- Directors & Officers Liability
- ☑- Fidelity Bonding

The General Liability Policy Certificate must name

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"

as

"Additional Insured".

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. BUA 370	notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			

P.03/03

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

<u> </u>	40	CORD CERTI	FICATE OF PROP	ERTY IN	ISURAN	CE	DATE (MM/DD/YY) 05/02/06		
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				SHOULD AN	Y OF THE ABOVE DE	SCRIBED POLICIES BE CAN	CELLED BEFORE THE		
T. E. T.	CO	TIMPY BACC		1		E ISSUING COMPANY WILL	. 1		
11 E E	انان	UNTY BOCC		1		O THE CERTIFICATE HOLDER	l l		
RISK MANAGEMENT P.O. BOX 398			BUT FAILURI	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY					
			OF ANY K	OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
FТ	MV	ERS, FL 33902		AUTHORIZED RE	PRESENTATIVE	X			
		Ī	USA		it.		ODDODATION 400F		
ACORD 24 (1/95) barbros @ ACORD CORPORATION 1					OKPOKATION 1995				

AC	ACORD _{TM} CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 03/29/06						
Arthur Arthur 8200 N	PRODUCER Arthur J. Gallagher Risk Management Services Arthur J. Gallagher & Co. (Florida) 8200 N.W. 41st Street 1-305-592-6080 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
Miami,	Suite 200 Miami, FL 33166 Antonio B. Abella - A000306			INSURERS AFFORDING COVERAGE			
INSURED	e of Venice		INSURER A: Con	tinental Cas (Co Co	20443	
CATHOL	IC CHARITIES OF THE DIOCES	E OF VENICE, INC			& Surplus Lines In	s 10786	
1000 P	INEBROOK ROAD		INSURER C: NAT	IONAL CATHOLIC	C RRG	10083	
VENICE	, FL 34292		INSURER D:				
			INSURER E:				
ANY F	OLICIES OF INSURANCE LISTED BEI	IN OF ANY CONTRACT OR OTHE	R DOCUMENT WITH	RESPECT TO WI	HICH THIS CERTIFICATE I	MAY BE ISSUED OR	
POLIC INSR IADD		AY HAYE BEEN REDUCED BY PAID	CLAIMS.				
LTR INSP		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)		LIMIT		
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	RRG1053-07 G2-A3-EX-000001501	04/01/06	04/01/07 04/01/07	DAMAGE TO RENTED PREMISES (Ea occurence)	\$1,000,000 \$Included	
	CLAIMS MADE X OCCUR		04/01/00	:	MED EXP (Any one person)	sNil	
	CDAIMIG MADE 13 CCCCR				PERSONAL & ADVINJURY	s 1,000,000	
					GENERAL AGGREGATE	s N/A	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$1,000,000	
СВ	AUTOMOBILE LIABILITY X ANY AUTO	RRG1053-07 G2-A3-EX-000001501	04/01/06 04/01/06	04/01/07 04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS			٠	BOOILY INJURY (Per person)	s	
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s	
					PROPERTY DAMAGE (Per accident)	\$	
GARAGELIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	ANYAUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	ş	
	OCCUR CLAIMS MADE				AGGREGATE	s	
						s	
	DEDUCTIBLE					s	
	RETENTION \$					\$	
	RKERS COMPENSATION AND	W128590092	04/01/06	04/01/07	X WCSTATU- OTH-		
1 8 1	PLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE INCL	G2-A3-EX-000001501	04/01/06	04/01/07	E.L. EACH ACCIDENT	\$1,000,000	
OFF	ICER/MEMBER EXCLUDED? EXCL				E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
SPE	s, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,000	
ОТІ	HER						
DESCRIPT	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
Wherever Insurer A is shown: \$250,000 Self Insured Retention is included within the limits							
LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY IF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEE, AND PUBLIC							
OFFICIALS NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY							
	OCCUPATION CANOCILIATION						
CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION							
			,				
LEE COUNTY BOARD OF COUNTY COMMISSIONER RISK MANAGEMENT				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
1							
P.O. BOX 398				ITO COMITIO ON			
FT. MYERS, FL 33902 REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 1/1/X							

USA

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 7 STATEMENT OF WORK-PROGRAM DESCRIPTION

Name of Agency: Catholic Charities Diocese of Venice

Program: Choose Life (License Plate Funds / Adoption Assistance)

Describe the program being funded; include the following:

- 1) Hours, days, location of operation Monday Friday 9:00 AM to 5:00 PM
- 2) Activities/services provided Financial assistance (through payment to vendors) for those who meet the criteria established in FL Statute 320.08058
- 3) Target population Pregnant women who have committed to placing their unborn child(ren) for adoption
- 3) Ratio of staff to clients 1 staff to 20 clients
- 4) Fees charged if applicable None
- 5) Number of clients to be served Approximately 20 to 25